

1 Contract for the Tapestry Online Learning Journal

2 The Foundation Stage Forum Ltd

3 30 September 2021

4 **Contents**

5	<b>A note on this contract</b>	<b>6</b>
6	<b>A non-contractual note on Brexit</b>	<b>7</b>
7	If you are a customer in the EU . . . . .	7
8	If you are a customer in the UK . . . . .	7
9	<b>Your contract with us for the use of Tapestry</b>	<b>8</b>
10	What you get . . . . .	8
11	What you do not get . . . . .	8
12	Tapestry, our online learning journal . . . . .	8
13	Our tutorials . . . . .	9
14	Our Billing and Support System . . . . .	9
15	Our Discussion Forum . . . . .	9
16	Fees . . . . .	9
17	Termination . . . . .	10
18	Changes and disputes . . . . .	10
19	<b>Annex A: Tapestry Data Protection</b>	<b>11</b>
20	The legally required terms in a Data Processing Agreement or Contract . . . . .	11
21	Our jurisdiction . . . . .	11
22	Where is data stored? . . . . .	12
23	What data is placed into Tapestry? . . . . .	13
24	Who is responsible for what? . . . . .	13
25	What we expect of you . . . . .	14
26	You must have a lawful basis for putting data into Tapestry . . . . .	14
27	You must use Tapestry in a way that is compliant with data	
28	protection law . . . . .	14
29	You must respond to data protection requests . . . . .	15
30	You must keep your contact details on Tapestry up to date . . . . .	16
31	What you can expect of us . . . . .	16
32	We will only process data on your written instructions . . . . .	16

33	We will ensure that people we use to process your data are subject	
34	to a duty of confidence . . . . .	18
35	We will take appropriate measures to ensure the security of our	
36	processing . . . . .	18
37	We will engage sub-processors only with your prior consent . . .	18
38	We will assist you in providing subject access and allowing data	
39	subjects to exercise their rights under data protection law	19
40	We will assist you in meeting your legal data protection obligations	19
41	We will delete or return all personal data to you as requested at	
42	the end of the contract . . . . .	20
43	We will submit to your audits and inspections . . . . .	20
44	We will provide you with the information to meet your legal	
45	obligations . . . . .	20
46	We will tell you if we become aware of a data breach . . . . .	21
47	We will tell you immediately if we are asked to do something	
48	infringing data protection law . . . . .	21
49	If something goes wrong . . . . .	21
50	Complaints . . . . .	21
51	Our Data Protection Officer . . . . .	21
52	<b>Frequently Asked Questions</b>	<b>21</b>
53	With regard to Brexit: will the data be hosted and backed up in the	
54	UK once Brexit is finalised? . . . . .	21
55	<b>Annex B: Tapestry Security</b>	<b>22</b>
56	Security Responsibilities . . . . .	22
57	Who are we? . . . . .	22
58	The Foundation Stage Forum Ltd . . . . .	22
59	Director: Stephen Edwards MSc . . . . .	23
60	Director: Helen Edwards DPhil . . . . .	23
61	Data Protection Officer: Lauren Foley . . . . .	23
62	Data Protection Law . . . . .	23
63	Access to data . . . . .	24
64	Deleting data when it is no longer needed . . . . .	24
65	Organisational data security . . . . .	25
66	ISO 27001 . . . . .	25
67	Staff . . . . .	25
68	Procedures . . . . .	25
69	Passwords . . . . .	26
70	Technical data security . . . . .	27
71	Physical security . . . . .	28
72	Software security . . . . .	29
73	Encryption . . . . .	29
74	Partitioning . . . . .	30
75	Logging . . . . .	30
76	Verification (also known as Penetration Testing) . . . . .	30

77	Capacity, Redundancy and Backups . . . . .	31
78	Keeping in touch about security . . . . .	31
79	Frequently asked security questions . . . . .	32
80	Can you fill out this security questionnaire for me? . . . . .	32
81	Do you offer a service level agreement? . . . . .	32
82	Are you insured? . . . . .	32
83	What happens if my account subscription should expire? . . . . .	32
84	Do you store data outside of the EU or the UK? . . . . .	32
85	What encryption principles are used for data in transit? . . . . .	33
86	Have you disabled TLS 1.0 support? . . . . .	33
87	What encryption key management processes are in place? . . . . .	33
88	The data centre hosting Tapestry is ISO 27001 accredited. Which	
89	version of ISO 27001 is it, and who is the accrediting	
90	company? . . . . .	33
91	Do you follow any other standards or hold any other certifications? . . . . .	33
92	Which board member is responsible for security? . . . . .	33
93	Do you have a documented framework for security governance,	
94	with policies governing key aspects of information security	
95	relevant to the service? . . . . .	33
96	Can you provide evidence that security and information security	
97	are part of your financial and operational risk reporting	
98	mechanisms, ensuring that the board would be kept in-	
99	formed of security and information risk? . . . . .	33
100	Can you provide evidence of processes to identify and ensure com-	
101	pliance with applicable legal and regulatory requirements? . . . . .	34
102	Do you track the status, location and configuration of service	
103	components throughout their lifetime? . . . . .	34
104	Do you assess changes to the service for potential security impact	
105	and monitor that impact to completion? . . . . .	34
106	How are potential new threats, vulnerabilities or exploitation	
107	techniques which could affect the service assessed? . . . . .	34
108	Do we use relevant sources of information relating to threat,	
109	vulnerability and exploitation techniques, e.g. NIST, NCSC? . . . . .	34
110	How are known vulnerabilities prioritised and tracked until miti-	
111	gations have been deployed? . . . . .	34
112	What are the timescales for implementing mitigations? E.g. in	
113	patching policy? . . . . .	35
114	Other than for fault-finding, are activity logs monitored for suspi-	
115	cious activity, potential compromises or inappropriate use	
116	of the service? . . . . .	35
117	Do we have an incident management process? . . . . .	35
118	What is the process for the vendor to report incidents to the	
119	customer? . . . . .	35
120	Is 2-factor authentication (2FA) available to end users? . . . . .	35
121	Can we require passwords to be changed every X days? . . . . .	35
122	Which NCSC system architecture do you use? . . . . .	36

123	What provision is made for customers to access / monitor audit records for system / data access? . . . . .	36
124		
125	Does your organisation have differentiated access to data depending on the sensitivity level? . . . . .	36
126		
127	How long would it take to regain service in a disaster? . . . . .	36
128	<b>Annex C: Tapestry Privacy</b>	<b>38</b>
129	The Service . . . . .	38
130	What data do we collect? . . . . .	38
131	What is the lawful basis for storing this data . . . . .	40
132	Whose data is it? . . . . .	40
133	Who do we share data with? . . . . .	41
134	How do we collect the data? . . . . .	41
135	Can I see my data that is stored on your system? . . . . .	41
136	Can I have my data corrected or deleted? . . . . .	41
137	What are our customer's responsibilities? . . . . .	42
138	Contacting Us . . . . .	42
139	<b>Annex D: Tapestry Sub-processors</b>	<b>43</b>
140	List of sub-processors . . . . .	43
141	Changes to sub-processors . . . . .	43
142	<b>Annex E: Billing and support data</b>	<b>45</b>
143	What data do we collect? . . . . .	45
144	Why do you need this data? . . . . .	45
145	Who do you share this data with? . . . . .	45
146	Where is the data stored? . . . . .	46
147	How long do you keep this data? . . . . .	46
148	How do I exercise my rights under data protection law? . . . . .	46
149	<b>Annex F: Use of our discussion forum</b>	<b>47</b>
150	Liability . . . . .	47
151	Content and ownership of your messages . . . . .	47
152	Privacy and Data Protection . . . . .	48
153	<b>Annex G: Standard Contractual Clauses for EU customers</b>	<b>50</b>
154	<b>Annex H: Age appropriate design for UK customer who allow children to log into Tapestry</b>	<b>51</b>
155	Standard 1: Best interests of the child . . . . .	51
156	Standard 2: Data protection impact assessments . . . . .	51
157	Standard 3: Age appropriate application . . . . .	52
158	Standard 4: Transparency . . . . .	52
159	Standard 5: Detrimental use of data . . . . .	52
160	Standard 6: Policies and community standards . . . . .	53
161	Standard 7: Default settings . . . . .	53
162	Standard 8: Data minimisation . . . . .	54
163		

164	Standard 9: Data sharing . . . . .	54
165	Standard 10: Geolocation . . . . .	54
166	Standard 11: Parental controls . . . . .	54
167	Standard 12: Profiling . . . . .	55
168	Standard 13: Nudge techniques . . . . .	55
169	Standard 14: Connected toys and devices . . . . .	55
170	Standard 15: Online tools . . . . .	55
171	<b>Changes to this contract</b>	<b>56</b>
172	This version of the contract (2021 September 30) . . . . .	56
173	2021 September 2 . . . . .	56
174	2020 May 26 . . . . .	56
175	2019 April 18 . . . . .	57
176	2018 May 1 . . . . .	58
177	Tapestry Data Protection . . . . .	58
178	Tapestry Security . . . . .	59
179	Tapestry Privacy . . . . .	59
180	Tapestry Sub Processor . . . . .	59
181	2018 March 12 (Second Draft) . . . . .	59
182	Across all sections . . . . .	59
183	A note on this draft . . . . .	59
184	Overview . . . . .	60
185	Annex A: Tapestry Data Protection . . . . .	60
186	Annex B: Tapestry Security . . . . .	60
187	Annex C: Tapestry Privacy . . . . .	61
188	Annex D: Tapestry Sub-processors . . . . .	61
189	Annex E: Billing and support data . . . . .	61
190	Annex F: Use of our discussion forum . . . . .	62
191	2018 January 5 (First draft) . . . . .	62

192 **A note on this contract**

193 This is the new contract between The Foundation Stage Forum Ltd and our  
194 customers who use Tapestry.

195 If you have read the previous version, you can see a list of changes  
196 at the end of this document, or a version with “Track Changes” at  
197 <https://tapestry.info/security.html>.

198 There are no fundamental changes in this version. The key changes are to:

- 199 1. Clarify in Annex, H, that the UK Information Commissioner’s (ICO) ‘Age  
200 Appropriate Design Code of Practice for Online Services’ is “not a new  
201 law but it sets standards and explains how the General Data Protection  
202 Regulation applies in the context of children using digital services” and  
203 that the UK ICO only “encourage[s] schools to aspire to meet the code’s  
204 15 standards as a matter of general good practice” but is firmer that other  
205 organisations must comply. We think the standards are good, so if you  
206 intend to enable the child login feature on Tapestry we encourage you to  
207 take the time to review and think about them.

208 **A non-contractual note on Brexit**

209 **If you are a customer in the EU**

210 The EU has decided that UK data protection law is ‘adequate’. You can  
211 read more about this on the European Commission website [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en).

214 This should mean that you can continue to use Tapestry as you have always  
215 done.

216 This also means that the Annex G: Standard Contractual Clauses for EU  
217 customers are no longer required.

218 **If you are a customer in the UK**

219 No action is required. The UK data protection law is pretty much the same as the  
220 EU GDPR that we were operating under before Brexit and data can flow freely  
221 between the EU and the UK. If you haven’t already, it is worth taking the time to  
222 understand your and our responsibilities in the law. A good starting point is the  
223 UK Information Commissioner’s Office <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>.

## 225 **Your contract with us for the use of Tapestry**

- 226 1. We are The Foundation Stage Forum Ltd, a company registered in England  
227 with company number 05757213 and a registered address of WaterCourt,  
228 65 High Street, Lewes, England, BN7 1XG, UK.
- 229 2. You are a childminder, educator, nursery, school or similar educational  
230 organisation.

## 231 **What you get**

- 232 3. This contract is for a 12 month subscription to Tapestry, our online learning  
233 journal, together with:
  - 234 • Our tutorials
  - 235 • Email support during UK business hours
  - 236 • Access to the discussion forum and educational resources on <https://eyfs.info>

## 238 **What you do not get**

- 239 4. We do not provide telephone or face to face support. However, at our  
240 discretion, we may offer to call you if we feel a query could be better  
241 resolved over the phone. We also do offer bookable telephone support  
242 sessions for a fee.
- 243 5. We do not provide direct support to any relatives that you add to Tapestry.  
244 If they contact us, we will usually direct them back to you. We do this  
245 because it is difficult for us to know whether their requests are authorised  
246 by you.
- 247 6. We do our best to provide Tapestry at all times (see our Annex B: Tapestry  
248 Security), but we cannot guarantee this.

## 249 **Tapestry, our online learning journal**

- 250 7. You must be the Data Controller of the information that you enter into  
251 Tapestry (as you are for your paper records); we will be the Data Processor.  
252 If you don't know what those terms mean, it is essential that you find out.  
253 A starting point for finding out is <https://ico.org.uk>.
- 254 8. You agree with our approach to data protection, privacy and security and  
255 to do your part. We describe our approach and what we expect of you in  
256 these linked annexes:
  - 257 • Annex A: Tapestry Data Protection
  - 258 • Annex B: Tapestry Security
  - 259 • Annex C: Tapestry Privacy
  - 260 • Annex H: Age appropriate design – only relevant if you are in the UK  
261 and allow children to log into Tapestry
- 262 9. You agree to our current sub-processors:
  - 263 • Annex D: Tapestry Sub-processors

- 264 10. We are compliant with UK data protection legislation (sometimes referred  
265 to as the ‘UK DPA 2018’) and EU data protection legislation (sometimes  
266 referred to as the ‘GDPR’).
- 267 11. This contract contains the terms required for a data processing agreement  
268 under UK and EU data protection legislation.
- 269 12. We will help you to comply with your duties under UK and EU data  
270 protection legislation. In most cases you can use the tools we provide.  
271 If you ask us for extra help in complying we will give it to you, but we  
272 may charge you our costs in helping. More detail is provided in Annex A:  
273 Tapestry Data Protection.
- 274 13. If you wish to audit us under UK or EU data protection legislation, you  
275 may do so, but we may charge you our costs in participating in your audit.

## 276 **Our tutorials**

- 277 14. You may copy, store, share and adapt our tutorials for the purpose of  
278 making better use of Tapestry.

## 279 **Our Billing and Support System**

- 280 15. If you contact us by email or through our websites then we will store and  
281 process the information you provide in our billing and support system.  
282 Unlike the data you enter into Tapestry, we are the Data Controller for  
283 information in our billing and support system. We describe how we use  
284 that data in Annex E: Billing and support data.

## 285 **Our Discussion Forum**

- 286 16. You do not need to use our discussion forum. But if you choose to, then  
287 you agree to the conditions set out in Annex F: Use of our discussion  
288 forum.

## 289 **Fees**

- 290 17. You must pay our fee in full before we will start your Tapestry subscription
- 291 18. Our fee, as set out on our website, is based on the maximum number of  
292 children you wish to have in your Tapestry account during the 12 month  
293 subscription.
- 294 19. You can add or remove individual children throughout the year so long as  
295 the maximum number of children is not exceeded at any one moment.
- 296 20. If you have not paid your fee in full then:
- 297 • We may not provide access to Tapestry.
  - 298 • After 90 days, we will delete the data that you have entered into Tapestry.
- 299 21. If you wish to increase the maximum number of children you can have  
300 in your Tapestry account during the 12 month subscription then we will

- 301 charge you the difference between what you have paid and the current fee  
302 for an account with the increased number of children. This will not extend  
303 your subscription.
- 304 22. You must pay us UK Pounds Sterling including any applicable VAT. If  
305 you choose to pay by bank transfer you must bear all currency conversion  
306 and bank transfer costs.

## 307 Termination

- 308 23. You can stop using Tapestry at any time and ask us to return and / or  
309 delete the data you have entered into Tapestry, but we will not refund any  
310 fees that you have paid unless:
- 311 • You are within the first month of your Tapestry subscription
  - 312 • We materially change this contract to your detriment
- 313 24. We may, after discussing the situation with you, stop providing you with  
314 Tapestry if you:
- 315 • misuse our systems or
  - 316 • create an unreasonable load on our systems or
  - 317 • cause us unreasonable costs or
  - 318 • abuse our staff or
  - 319 • breach this contract.

## 320 Changes and disputes

- 321 25. If something goes wrong, unless otherwise required by law, our total liability  
322 to each other is limited to the annual fee that you have paid us for Tapestry.
- 323 26. One example of where the law requires different liability is in breaches of  
324 UK or EU data protection law. We can both be investigated and fined  
325 by the relevant supervisory authorities and we both may be liable to pay  
326 compensation for damages caused by breaching this law. If it later turns  
327 out that one or other of us wasn't responsible for the breach, then that  
328 party can claim back the share of liability from the responsible party –  
329 even if that is more than the annual that fee that you have paid us for  
330 Tapestry.
- 331 27. Our contract with you is under English law and any dispute will be settled  
332 by an English court.
- 333 28. This document, together with its annexes are our entire contract with you.  
334 If you want to vary this contract, or add additional terms, then there will  
335 need to be written and explicit agreement between you and one of our  
336 company directors. To keep our costs and prices down, we rarely do this.  
337 In particular, unless explicitly agreed to by one of our company directors,  
338 we do not accept any standard purchasing terms and conditions that you  
339 may usually apply.
- 340 29. We may change this contract, but will give you reasonable warning.

## 341 **Annex A: Tapestry Data Protection**

342 We are The Foundation Stage Forum Ltd, a company registered in England with  
343 company number 05757213 and a registered address of WaterCourt, 65 High  
344 Street, Lewes, England, BN7 1XG, UK.

345 You are a childminder, educator, nursery, school or similar educational organisa-  
346 tion.

347 This Annex relates to the use of Tapestry, our online learning journal. Annex E  
348 relates to data in our billing and support system. Annex F relates to data in  
349 our discussion forum.

350 We need to work together to ensure we are compliant with UK and EU data  
351 protection regulations when using Tapestry.

352 This annex should be read in conjunction with our overall contract and, in  
353 particular, Annex B which explains our approach to security and Annex D which  
354 lists our sub processors.

## 355 **The legally required terms in a Data Processing Agreement** 356 **or Contract**

357 If you are in the EU or UK, then you must have a written contract with us  
358 (sometimes known as a Data Processing Agreement) and that, legally, must  
359 include some particular bits of information and commitments. This contract acts  
360 as that written contract and contains the required information and commitments.

361 To help you find them:

- 362 • The subject matter and duration of the processing is summarised below  
363 under ‘What data is placed into Tapestry’ and set out in detail in Annex  
364 C: Tapestry Privacy
- 365 • The nature and purpose of the processing is summarised below under  
366 ‘What data is placed into Tapestry’ and set out in detail in Annex C:  
367 Tapestry Privacy.
- 368 • The type of personal data and categories of data subject is summarised  
369 below under ‘What data is placed into Tapestry’ and set out in detail in  
370 Annex C: Tapestry Privacy.
- 371 • The obligations and rights of the controller are set out in “What we expect  
372 of you” and “What you can expect of us” below.
- 373 • The standard requirements on data processors (e.g., to act on written  
374 instructions, submit to audit, notify of breaches etc) are set out in “What  
375 you can expect of us” below.

## 376 **Our jurisdiction**

377 We are headquartered in the UK. This contract is under English law.

378 Our supervisory authority for data protection is the UK Information Commis-  
379 sioner's Office (<https://ico.org.uk>). Our registration number with them is  
380 Z1783069.

## 381 **Where is data stored?**

382 Our processing and storage of your data happens within the EU and the UK.

383 The primary processing and storage location is in the Republic of Ireland.

384 Our offsite backups are stored in Germany.

385 Our office is in the UK.

386 For the avoidance of doubt: The storage location is part of your contract with us.  
387 If we wished to change where your data is stored, we would need to change this  
388 contract, and contract changes always require agreement from both you and us.

389 To provide a little more detail:

- 390 • Almost all storage and processing is carried out on computers and networks  
391 provided by Amazon Web Services (AWS) a sub-processor who we list in  
392 Annex D. We instruct them to only store data on computers in their data  
393 centres located in Ireland (for the primary system) and Germany (for the  
394 backup system). They are contractually bound not to move data elsewhere  
395 without our permission.
- 396 • The exceptions are:
  - 397 – If you contact us to ask for support, and providing that support  
398 requires us to look at some of your data then the relevant data may  
399 be viewed by our staff in the UK. The data remains stored in the EU.  
400 This is subject to strict safeguards. Some of the safeguards are: we  
401 only do it when we have to; we view as little data as possible; only  
402 trained and vetted staff do it; the data is protected by multi factor  
403 authentication and remains encrypted in transit.
  - 404 – On very rare occasions, and subject to strict safeguards, we may store  
405 and process some data locally in order to diagnose or fix a bug. On  
406 these occasions data will be stored and processed in the UK. Some  
407 of the safeguards are: we only do it when we have to – it is never  
408 routine; we store the minimum possible amount of data locally; we  
409 only store it on encrypted secure machines; we delete it as soon as  
410 possible.
  - 411 – If you log into Tapestry when you are outside the EU or the UK,  
412 the data obviously has to be transferred outside of the EU and UK  
413 to get to you. This is unlikely to be a concern if you are a non-EU  
414 school or nursery because you won't be storing data about people who  
415 are in the EU. It is also unlikely to be a concern if it only happens  
416 every now and again and only concerns a few children (i.e., a parent  
417 logs in while on holiday). However, if you are an EU or UK based

418 organisation, you should consider your policies for allowing staff to  
419 log into Tapestry if they are outside the EU or UK.  
420 – The contents of ‘Push Notifications’ to iOS, Android and Amazon  
421 apps will go via Apple, Google or Amazon servers respectively which  
422 may be outside the UK and EU. This only happens if ALL of the  
423 following are true: 1) ‘Allow Push Notifications’ is enabled in the  
424 Tapestry Control Panel; 2) ‘Include names in push notifications’ is  
425 enabled in the Tapestry Control Panel; 3) A person is using a version  
426 of our app that supports push notifications; 4) The person using our  
427 app enables push notifications for that device; 5) The person using  
428 our app consents to names being included in our push notifications.

## 429 **What data is placed into Tapestry?**

430 Annex C: Tapestry Privacy sets out the subject matter and duration of our  
431 processing; the nature and purpose of the processing; the type of personal data  
432 and the categories of data subject.

433 In summary:

- 434 • The categories of data subject are the people you add to Tapestry. Typically  
435 children, staff and relatives of the children. You choose exactly who.
- 436 • The subject matter and types of personal data are typically: names, email  
437 addresses, dates of birth, post codes, contents of an online learning journal,  
438 records of a child’s care, records of a child’s attendance. You choose exactly  
439 what data.
- 440 • The nature and purpose of the processing is typically: to provide an online  
441 record of children’s attendance, progress and care in order to monitor,  
442 share and analyse that attendance, progress and care. You choose exactly  
443 what is done with the data and who it is shared with.
- 444 • The duration of the processing is, at most, the duration of this contract  
445 plus the time taken for data to leave our backup system. It can be shorter  
446 if you choose to delete some or all of your data sooner.

## 447 **Who is responsible for what?**

448 The first thing to agree is that:

- 449 1. You are the data controller for data you, or the people you give access,  
450 add to Tapestry.
- 451 2. We are the data processor.

452 If you don’t know what those terms mean, it is *essential* that you find out. A  
453 starting point for finding out is <https://ico.org.uk>.

454 You must:

- 455 • Have a lawful basis for entering data into Tapestry.
- 456 • Use Tapestry in a way that is compliant with data protection law.

- 457 • Respond to data protection requests.
- 458 • Keep your contact details on Tapestry up to date.

459 We must:

- 460 • Only process data on your instructions.
- 461 • Ensure that people we use to process your data are subject to a duty of  
462 confidence.
- 463 • Take appropriate measures to ensure the security of our processing.
- 464 • Only engage sub-processors with your prior written consent (see Annex  
465 D).
- 466 • Assist you in providing subject access and allowing data subjects to exercise  
467 their rights under data protection law.
- 468 • Assist you in meeting your legal data protection obligations in relation to:  
469 – the security of processing.  
470 – the notification of personal data breaches.  
471 – data protection impact assessments.
- 472 • Delete or return all personal data to you as requested at the end of the  
473 contract.
- 474 • Submit to your audits and inspections.
- 475 • Provide you with the information to meet your legal obligations.
- 476 • Tell you if we become aware of a data breach
- 477 • Tell you immediately if we are asked to do something infringing data  
478 protection law.

## 479 What we expect of you

### 480 **You must have a lawful basis for putting data into Tapestry**

481 We rely on you to ensure you have a lawful basis for putting data into Tapestry.  
482 If you haven't worked out what your lawful basis is, please do so immediately.  
483 Once again, the UK Information Commissioners Office, <https://ico.org.uk>, is a  
484 good starting point.

485 Please don't leap to assuming consent is the only lawful basis for you, but  
486 carefully consider the six possible bases described in law and work out which is  
487 right, given what you intend to store in Tapestry and how you intend to use and  
488 share it.

489 If you are relying on consent as your lawful basis, then we rely on you to have  
490 gained the consent for whatever data you intend to put on Tapestry and to  
491 remove data if consent is later withdrawn.

### 492 **You must use Tapestry in a way that is compliant with data protection 493 law**

494 As the controller of the data you put in Tapestry, you must comply with data  
495 protection law. This includes ensuring that the data is:

- 496 1. Processed lawfully, fairly and in a transparent manner in relation to  
497 individuals.
- 498 2. Collected for specified, explicit and legitimate purposes and not further  
499 processed in a manner that is incompatible with those purposes; further  
500 processing for archiving purposes in the public interest, scientific or histor-  
501 ical research purposes or statistical purposes shall not be considered to be  
502 incompatible with the initial purposes.
- 503 3. Adequate, relevant and limited to what is necessary in relation to the  
504 purposes for which they are processed.
- 505 4. Accurate and, where necessary, kept up to date; every reasonable step  
506 must be taken to ensure that personal data that are inaccurate, having  
507 regard to the purposes for which they are processed, are erased or rectified  
508 without delay.
- 509 5. Kept in a form which permits identification of data subjects for no longer  
510 than is necessary for the purposes for which the personal data are processed;  
511 personal data may be stored for longer periods insofar as the personal  
512 data will be processed solely for archiving purposes in the public interest,  
513 scientific or historical research purposes or statistical purposes subject to  
514 implementation of the appropriate technical and organisational measures  
515 required by the GDPR in order to safeguard the rights and freedoms of  
516 individuals.
- 517 6. Processed in a manner that ensures appropriate security of the personal  
518 data, including protection against unauthorised or unlawful processing and  
519 against accidental loss, destruction or damage, using appropriate technical  
520 or organisational measures.

521 Source: [https://ico.org.uk/for-organisations/data-protection-reform/overview-](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)  
522 [of-the-gdpr/principles/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)

523 We will do our part in helping you to comply (described below).

524 Tapestry allows you to upload and store documents, pictures, videos and text.  
525 Even where these do not contain personal information (e.g. a worksheet or song  
526 added to a planned activity, or a picture from the internet added to a memo)  
527 copyright and other laws may restrict what you can do with them. You are  
528 responsible for making sure the material you, or the people you authorise, add  
529 to Tapestry does not break the law.

### 530 **You must respond to data protection requests**

531 Using Tapestry normally involves processing data about people (children, possibly  
532 staff, possibly relatives). Those people may have rights under UK and EU data  
533 protection law, including:

- 534 1. The right to be informed
- 535 2. The right of access
- 536 3. The right to rectification
- 537 4. The right to erasure

- 538 5. The right to restrict processing
- 539 6. The right to data portability
- 540 7. The right to object
- 541 8. Rights in relation to automated decision making and profiling

542 Source: [https://ico.org.uk/for-organisations/data-protection-reform/overview-](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)  
543 [of-the-gdpr/individuals-rights/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)

544 You are responsible for responding to those requests. We have designed our  
545 system to help you to respond.

546 **The right to be informed** In particular, please ensure you proactively dealt  
547 with the “right to be informed” – you must not wait for people to ask you.

548 The UK Information Commissioner’s Office has advice on this: [https://ico.](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/)  
549 [org.uk/for-organisations/guide-to-the-general-data-protection-regulation-](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/)  
550 [gdpr/individual-rights/right-to-be-informed/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/).

551 You may wish to use our ‘Annex C: Tapestry Privacy’ as a starting point for  
552 informing your staff and the relatives and children whose data you add to  
553 Tapestry. But you will probably need to adapt it to cover: your contact details,  
554 your lawful basis for adding data, who you intend to share the data with and why  
555 and when you intend to delete the data. Since the new data protection law covers  
556 all data, whether it is on computer or on paper, you may wish to incorporate  
557 this into a single wider document that covers all the data you process.

#### 558 **You must keep your contact details on Tapestry up to date**

559 You must keep your contact details up to date within Tapestry. We use these to:

- 560 1. Contact you
- 561 2. Verify that instructions we receive come from you

562 If they are not up to date, you may not receive our messages.

563 In particular, we sometimes receive requests from customers stating that the  
564 only manager registered on a school, childminder or nursery’s Tapestry account  
565 has left, and requesting that the ownership be transferred to a new person. In  
566 order to verify that the request is legitimate we have to take several steps. Even  
567 if these steps are successful, they may mean a delay of weeks during which time  
568 Tapestry may not be accessible by you. To avoid this, please ensure you update  
569 contact details before a manager departs and, ideally, always register more than  
570 one manager on the Tapestry system.

## 571 **What you can expect of us**

### 572 **We will only process data on your written instructions**

573 Tapestry only does what you tell it. We do not do any processing that you do  
574 not tell us to do.

575 To be absolutely clear: we don't license or claim ownership of your data; we  
576 don't sell your data; we don't use your data for advertising; we don't pass on  
577 your data except when you instruct us to.

578 You can add users to Tapestry who, depending on the level of access you give  
579 them, can then also instruct Tapestry. You can adjust what data those users see  
580 and what they can do with the data.

581 People whose data you have added to Tapestry have a right to restrict processing.  
582 If you have been told by someone to restrict processing of their data, then  
583 you are responsible for not using Tapestry to do any further processing of that  
584 person's data. You are responsible for ensuring any users that you have added to  
585 Tapestry do no further processing. The easiest way to do that is to use Tapestry  
586 to mark the child or user as inactive.

587 **Who can instruct us** We prefer to accept instructions through the Tapestry  
588 web interface or apps. This interface has options for authorising different users  
589 and giving them different levels of permission about what they can instruct us  
590 to do.

591 We may also accept instructions through our support ticket system or by email  
592 if they come from:

- 593 • Someone who we have verified is registered on the relevant Tapestry account  
594 with the status of a 'manager'.
- 595 • Someone who we have verified is an appropriate representative of the  
596 account owner (e.g., the head of a school, or the director or manager of a  
597 nursery).

598 Depending on the nature of the instruction and the route by which we receive  
599 the instruction, we may need to take extra steps to verify that the instruction is  
600 legitimate. This may lead to a delay in us carrying out the instruction.

601 If someone who isn't authorised tries to instruct us to do something, we will  
602 tell you about it. For example, this most commonly applies to relatives you add  
603 to the Tapestry account who ask us for access to their children's data because  
604 they cannot log in or you haven't provided them with data they think they are  
605 entitled to. We will direct those relatives back to you.

606 **What does only 'written' instructions mean?** Under data protection law,  
607 we are not allowed to accept verbal instructions for data processing.

608 If you speak to us face to face or by telephone, you will need you to confirm any  
609 instructions you give us by:

- 610 • Carrying them out yourself through the Tapestry web interface or app
- 611 • Replying to our emailed summary of your instructions, confirming that  
612 you wish us to proceed.
- 613 • Repeating your instructions in a message through our support ticket system,

- 614 • Repeating your instructions by email,
- 615 • Repeating your instructions in a letter to us.

616 **Instructions we do and don't accept** Sometimes our customers write to  
617 us with a 'data processing agreement' or 'data processing schedule' that sets  
618 out how they intend to use Tapestry (e.g., they intend to use Tapestry to store  
619 assessments, but not pictures and videos and intend to share those with other  
620 staff but not relatives). It is important to note that while we don't require you  
621 to store any particular data about any particular person, we also don't prevent  
622 you from storing any particular data about any particular person. So, in the  
623 case of the example, if an authorised member of staff later chose to upload a  
624 video or share an observation with a relative, we would not stop them.

625 What this means is that we cannot limit your use of Tapestry beyond the options  
626 we give users with 'manager' accounts on Tapestry to set permissions for other  
627 users. If you instruct us to apply further limitations, for example by sending  
628 us a schedule describing how you intend to use Tapestry, we cannot comply.  
629 However, we are always happy to provide you with help and guidance in how to  
630 set permissions within Tapestry to meet your needs.

631 Similarly, whilst we are always keen to receive suggestions about how to improve  
632 our security, we cannot accept instructions to apply particular security measures  
633 to your account that aren't already available in the Tapestry Control Panel. For  
634 example, we cannot currently accept instructions to restrict access to Tapestry  
635 for particular users to particular locations or times of day, though we have got  
636 features like that on our todo list.

637 **We will ensure that people we use to process your data are subject to**  
638 **a duty of confidence**

639 Our staff who process your data are:

- 640 1. Contractually bound to keep your data confidential.
- 641 2. Vetted by us. This includes a DBS check, which is updated annually.
- 642 3. Appropriately trained in data protection.

643 **We will take appropriate measures to ensure the security of our**  
644 **processing**

645 The measures we take are described in Annex B.

646 We have started the process of becoming certified as ISO 27001 compliant. When  
647 we have become certified we will update this contract to confirm that we are.

648 **We will engage sub-processors only with your prior consent**

649 We use sub-processors in a way that is compliant with UK and EU data protection  
650 law. Our sub-processors, what they do, and our process for seeking your  
651 agreement to any changes are described in Annex D.

652 **We will assist you in providing subject access and allowing data**  
653 **subjects to exercise their rights under data protection law**

654 You can download all the information that has been entered into Tapestry.

655 We provide a section in the Control Panel where you can download a single file  
656 that brings together all the information Tapestry holds about a particular child  
657 or a particular user.

658 You can correct all the information that has been entered into Tapestry.

659 You can delete all the information that you have entered into Tapestry.

660 **We will assist you in meeting your legal data protection obligations**

661 **The security of processing** We describe our current security approach in  
662 Annex B.

663 If you believe that there is something that should be described in Annex B but  
664 is not, please let us know.

665 If you wish us to describe our security in a particular way (such as by filling out  
666 forms for you) then we may pass on our costs in doing so.

667 We do not usually implement bespoke security measures. However, we are always  
668 interested in improving our service, so please do let us know of anything that  
669 you would like to see.

670 **Notification of personal data breaches** If we become aware of, or suspect,  
671 a data breach, we will tell you without undue delay. If you become aware of, or  
672 suspect, a breach, please tell us as soon as you can.

673 If there is a personal data breach, we will:

- 674 1. Help you to prevent further breaches (e.g., if someone has stolen a computer  
675 used by you to log into Tapestry, and you are concerned that your Tapestry  
676 password was stored on that computer, we can disable the relevant accounts  
677 and change the relevant passwords).
- 678 2. Help you to work out who has been affected.
- 679 3. Help you to work out what data may have been breached.
- 680 4. Help you to determine the cause of the breach.
- 681 5. Help you in your dealing with the Information Commissioners Office.

682 In the UK, The Information Commissioners Office require you to notify them of  
683 any data breach that is “likely to result in a risk to the rights and freedoms of  
684 individuals” within 72 hours of you becoming aware of it. EU data protection  
685 law has a similar requirement. We will prioritise our work to help you to meet  
686 that deadline.

687 If you wish us to go further than that, we will do our best but may have to pass  
688 on our costs in helping you.

689 **Data protection impact assessments** We cannot carry out a data protection  
690 impact assessment for you, because we do not know what data you intend to  
691 place in Tapestry, who you intend to provide access to it, and what controls you  
692 intend to place on its access.

693 This contract should provide you with the material you would need from us in  
694 order to carry out your own data protection impact assessment. In particular  
695 you will probably want to review Annex C: Tapestry Privacy which contains  
696 what data *could* be collected and who it *could* be shared with, and Annex B:  
697 Tapestry Security which outlines the controls that we have in place around data  
698 security and suggests some issues that you would need to think about in your  
699 use of Tapestry.

700 If you wish us to provide additional help with your impact assessment, we will  
701 do our best but may have to pass on our costs in helping you.

702 **We will delete or return all personal data to you as requested at the**  
703 **end of the contract**

704 You can delete data at any time. You can download data at any time.

705 At the end of the contract our standard practice is to delete your data from  
706 our systems after 90 days. The data will be deleted from our backup systems  
707 90 days after it is deleted from our systems. We are happy to delete your data  
708 sooner if you ask us to.

709 We are happy to return your data to you at any time. If you want your data in  
710 a particular format, we will do our best, but may have to pass on our costs in  
711 providing it to you in that format.

712 We will not delete data if we are required by law to keep it (for instance, for an  
713 ongoing police or data protection investigation).

714 **We will submit to your audits and inspections**

715 We provide our approach to security in Annex B for you to audit.

716 We have started the process of becoming ISO 27001 certified. When we have done  
717 so, we will update this contract and provide you with access to the certification  
718 for you to audit.

719 If you want to submit us to further audit or inspection, we will do our best to  
720 help you, but may have to pass on our costs in complying with your request.

721 **We will provide you with the information to meet your legal obligations**

722 We believe this contract and its annexes, combined with the tools provided  
723 within Tapestry, provide you with what you need to meet your legal obligations.  
724 If you think there is something missing, please let us know.

725 If you have a specific or unusual request for information, we will do our best to  
726 help you, but may have to pass on our costs in complying with your request.

### 727 **We will tell you if we become aware of a data breach**

728 If we become aware of a data breach, we will tell you about it and help you to  
729 meet your obligations as we've described above. We will do this without undue  
730 delay. Please keep your contact details up to date so that we can contact you  
731 quickly.

732 If we suspect a possible data breach we may 'lock down' access to Tapestry if  
733 we think that would help prevent a further breach. This would mean that some  
734 or all users of Tapestry would lose partial or complete access to Tapestry while  
735 we investigate and fix whatever led to the breach. We would inform you as soon  
736 as possible if we need to do this.

### 737 **We will tell you immediately if we are asked to do something infringing 738 data protection law**

739 If we are asked to do something that we believe infringes data protection law we  
740 will not do so, and we will try and reach you through the contact details you  
741 have given us to explain what has happened.

## 742 **If something goes wrong**

### 743 **Complaints**

744 If you have a complaint, then please contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

### 745 **Our Data Protection Officer**

746 If you have a concern that we have not addressed, please contact our Data  
747 Protection Officer:

748 Lauren Foley [dpo@eyfs.info](mailto:dpo@eyfs.info) WaterCourt 65 High Street Lewes England BN7  
749 1XG UK

## 750 **Frequently Asked Questions**

### 751 **With regard to Brexit: will the data be hosted and backed 752 up in the UK once Brexit is finalised?**

753 The current guidance from the ICO is that it will be completely fine for data  
754 about UK people to be stored and processed in the EEA at the end of the  
755 transition period, even if the UK and EU do not reach any agreement. But we  
756 are keeping an eye on developments and will make whatever changes are required  
757 to be compliant with UK data protection law as it changes.

## 758 **Annex B: Tapestry Security**

759 This annex relates to the use of Tapestry, our online learning journal. Annex E  
760 relates to data in our billing and support system. Annex F relates to data in  
761 our discussion forum.

762 Security of a software service or product involves many aspects, and satisfying  
763 yourself that you should put your trust in a product can and should require  
764 that you ask questions of the organisation and people overseeing that security.  
765 This annex aims to give you an understanding of who we are and how we have  
766 addressed the important issue of protecting the integrity of Tapestry.

### 767 **Security Responsibilities**

768 Security is only as strong as the weakest link. We therefore need to work with  
769 you, the account holder, together with any staff, children and relatives you give  
770 permission to use Tapestry to ensure the overall system is secure. This annex  
771 explains what we do and what we hope you will do.

772 The latest copy of this annex, together with our terms and conditions are always  
773 available in the Control Panel of your copy of Tapestry.

### 774 **Who are we?**

775 Tapestry is the name of a product that was conceived, developed and is owned by  
776 The Foundation Stage Forum Ltd., an early years organisation that has provided  
777 resources and support for the early years workforce since February 2003. We  
778 have contracts with many local authorities, some of which have been in place for  
779 ten or more years.

### 780 **The Foundation Stage Forum Ltd**

781 The Foundation Stage Forum Ltd is a VAT registered, private UK limited  
782 company.

783 Our company number is 05757213.

784 Our registered office is at:

785 **WaterCourt**  
786 **65 High Street**  
787 **Lewes**  
788 **England**  
789 **BN7 1XG**

790 Our VAT registration number is 932933317.

791 You can write to us at our registered office, or email us at [customer.service@eyf](mailto:customer.service@eyfs.info)  
792 [s.info](mailto:customer.service@eyfs.info).

793 Our contracts are under English law.

794 We have two directors: Helen and Stephen Edwards.

795 **Director: Stephen Edwards MSc**

796 Steve is the founder of the FSF. He worked for many years as a technical manager  
797 for the telecommunications organisation Ericsson, having completed a Masters  
798 Degree in information systems. He became interested in the early years as a  
799 result of his wife (Helen, see below) setting up a nursery in their home, and left  
800 Ericsson to set up the FSF in 2002 as a resource and support network for the early  
801 years workforce. He has been fully occupied with the FSF ever since, conceiving  
802 and driving the development of Tapestry as a part of this commitment.

803 Steve is the board member responsible for security.

804 **Director: Helen Edwards DPhil**

805 Helen has been working with young children since 1989, firstly as a primary  
806 school teacher, and then as a successful nursery owner/manager, followed by  
807 employment as a local authority advisor and university tutor, and more recently  
808 as an Ofsted inspector. She also holds the EYP status.

809 **Data Protection Officer: Lauren Foley**

810 Lauren Foley is our Data Protection Officer. Her direct email is dpo@eyfs.info.

811 Lauren joined The Foundation Stage Forum in 2014 after graduating from the  
812 University of Birmingham. She was designated our data protection officer after  
813 completing GDPR training in November 2017.

814 **Data Protection Law**

815 We are compliant with UK and EU data protection law. We describe our  
816 approach to data protection in Annex A.

817 To summarise it in brief: You, the Tapestry account manager, own the data you  
818 put on Tapestry. We, The Foundation Stage Forum Ltd, do not. In technical  
819 terms, you are the Data Controller, we are the Data Processor.

820 We will only do things with data that you, or people that you give permission  
821 to, request.

822 We will not access your data without your permission.

823 We only use the data you enter to provide, fix and improve the service you see:  
824 an online learning journal that helps you to monitor the progress of children,  
825 communicate with parents and the government and manage your activities.

826 To be absolutely clear: we don't use the data for marketing; we don't share the  
827 data with others to do marketing.

828 You should be aware of your responsibilities as a data controller. You can find out  
829 more at the Information Commissioner’s Office website: [https://ico.org.uk/for-](https://ico.org.uk/for-organisations/)  
830 [organisations/](https://ico.org.uk/for-organisations/).

831 You are responsible for making sure that you only put data on Tapestry where  
832 you have permission to do so. i.e., if a parent has agreed with you that no photos  
833 of their child should be taken, you are responsible for ensuring that none of the  
834 photos added to Tapestry depict that child.

### 835 **Access to data**

836 Only you, and those you authorise, will have access to your Tapestry accounts.  
837 You can restrict the people you authorise to only be able to view data about  
838 some children.

839 If we need to access your account to sort out a problem you are having, we will  
840 ask your permission first.

841 We will not give Tapestry account information, or access to your Tapestry account,  
842 to anyone other than those individuals you have set up as staff members.

843 Relatives contacting us for access details will always be referred to you, the  
844 Tapestry account holder.

845 Under the data protection act, individuals have a right to see a copy of information  
846 that an organisation holds about them. As the data controller, you will need  
847 to respond to those requests and we, as the data processor, will help you. This  
848 is normally easy, since you can always see and print the information you have  
849 entered.

### 850 **Deleting data when it is no longer needed**

851 You can modify and delete the data you enter.

852 In the common case of children leaving your setting, you can move them into a  
853 ‘deleted’ area, where (after a delay of ninety days to avoid disastrous mistakes  
854 occurring) their data will be deleted (this includes relevant pictures, videos,  
855 journals and reports).

856 You can instruct us to delete *all* your data at any time. But this is all or nothing.  
857 If you just want to delete *some* of your data, you will need to use the Control  
858 Panel inside Tapestry to do so yourself.

859 If you let your subscription to Tapestry lapse, we will delete all data associated  
860 with it. We delay the deletion for 90 days in case your subscription has inadver-  
861 tently lapsed (e.g., it happened while you are on holiday, or there was a delay in  
862 your Local Authority paying our invoice) but if you explicitly ask us to then we  
863 will delete your data immediately.

864 Data will remain in our backups for 90 further days. If you wish, you can instruct  
865 us to delete *all* your data from these backups. But it is all or nothing. We  
866 cannot delete *some* of your data on these backups.

867 Once the data is deleted from our backups we can no longer recover it.

## 868 **Organisational data security**

### 869 **ISO 27001**

870 We are working towards becoming independently certified as ISO 27001 compliant.  
871 When we have achieved certification we will update this contract and provide  
872 you with access to the certification.

873 Our data centre, Amazon Web Services, has been independently certified as ISO  
874 27001 compliant.

### 875 **Staff**

876 We are careful in who we employ. All our staff with access to your data have  
877 been checked and cleared by the Disclosure and Barring Service (DBS) and we  
878 check their DBS status annually.

879 The company that hosts our servers and databases, AWS, also vets their staff  
880 (though in practice we would never expect them to see your data).

881 You are responsible for only giving access to Tapestry to people you trust and who  
882 actually need access. For instance, please remember to make staff inactive once  
883 they have left your service or if they are facing relevant disciplinary procedures.

884 Please also ensure that, when you give access to relatives of children, you are  
885 careful to allocate them to the correct children, to enter their email address  
886 correctly, and to make them inactive once the child has left your setting.

### 887 **Procedures**

888 Our procedures are designed to minimise our access to your data. For example,  
889 we wouldn't log into your account without your permission and even then would  
890 only do so if it was necessary to resolve a fault or problem you were experiencing.

891 We are similarly careful with our suppliers. The company that hosts our servers  
892 and databases, AWS, operates on a similar principle of minimal access. They are  
893 ISO27001 accredited, which means they have a complete and appropriate set of  
894 security procedures. We would never expect them to need access to your data.

895 It is important that you think about your procedures for what sort of data you  
896 put on Tapestry and what you allow your staff, children and relatives to do with  
897 it.

898 For instance, you should think about:

- 899 • Whether you give all staff access to data about all children, or just some  
900 children.
- 901 • When it is appropriate for your staff to take and share photos and videos.
- 902 • Whether you give access to children in school or at home, what guidance  
903 you give them about what is acceptable to add and what you will do if  
904 they add inappropriate material.
- 905 • What instructions you should give to parents as to what is appropriate  
906 for them to add, and what they may do with material that you add (e.g.,  
907 insisting no photos are uploaded to social media sites by parents without  
908 the written permission of the parents whose children are depicted in photos,  
909 videos or text.)

## 910 Passwords

911 The main way we control access to Tapestry is through passwords.

912 Neither you, nor we, can see what passwords have been used (technically, we hash  
913 the passwords before storing them using bcrypt and we never write passwords  
914 to any log files).

915 Our staff use strong passwords and, for the more secure systems, have to  
916 supplement the correct password with other security measures (such as logging  
917 in from our office IP address and/or using two-factor authentication).

918 You are responsible for training your staff, and encouraging any relatives and  
919 children you give access, to adopt sensible precautions around their use of  
920 passwords – don't share them, don't reuse them, and make them hard to guess.

921 Incorrect password attempts will result in access for that user being prevented  
922 for a period of time. If you suspect one of your staff or relative accounts has  
923 or could have been compromised, you can make it inactive. This will prevent  
924 access using that account. At a minimum, you should then contact the staff or  
925 relative and ask them to change their password on this system and any other  
926 system on which they have used a similar password.

927 You can choose a minimum password strength that you permit the people you  
928 add to Tapestry to use. We won't let this minimum be any less than 10 characters  
929 and we allow and encourage you to set a tougher standard than that (by, for  
930 instance, requiring longer passwords).

931 For your staff, we also provide an option where they cannot login without a  
932 different member of staff (such as a manager) logging in first. We call this PIN  
933 only staff.

934 If you wish, you can set an initial password and PIN for the staff and relatives  
935 that you add, but we strongly discourage this. We prefer you to use the option  
936 of sending links that allow users to set their own passwords and PIN without  
937 you seeing them.

938 We allow relatives and staff to reset their own passwords using their email address.  
939 You, and managers you nominate, can also reset passwords for staff and relatives.  
940 If a member of staff or a relative contacts us because they have lost access to  
941 the email address associated with an account, we will direct them back to you.

942 You do not need to give children access to Tapestry, but if you do, you should bear  
943 in mind that children are likely to be less able to cope with complex passwords  
944 and less able to take sensible password precautions. We have therefore designed  
945 Tapestry to require some other authentication before a child can log in. When  
946 at home this means they can only log in after their relative has first logged in.  
947 At school this means that they can only log in after a teacher has set up the  
948 computer they are using for their group or class and given permission for that  
949 group or class to login. If you do to Tapestry, please take the time to understand  
950 how those extra layers of security work.

951 If you have lost access to your email address associated with Tapestry, or you  
952 have taken over a Tapestry account due to the departure of the previous account  
953 owner and don't have access, then we can add an email address for the new  
954 manager. In order to verify that the request is legitimate we have to take several  
955 steps. Even if these steps are successful, they may mean a delay of weeks during  
956 which time Tapestry may not be accessible by you. To avoid this, please ensure  
957 you update contact details before a manager departs and, ideally, always register  
958 more than one manager on the Tapestry system.

959 We do not currently have a facility for you to restrict access to particular locations  
960 or particular devices. That makes it doubly important that you take sensible  
961 precautions over passwords.

962 If you believe the password for one or more accounts has or could have been  
963 compromised, please immediately make that account inactive using the Tapestry  
964 Control Panel or, if you are unable to do so, contact us and we will do it for you.  
965 Please then contact us to discuss how to re-activate the accounts in a way that  
966 ensures they remain secure.

967 Because passwords can be reset by email, if you believe that the email account  
968 associated with a Tapestry account has been compromised, please treat it as if  
969 the password has been compromised: make the Tapestry account inactive and  
970 contact us.

## 971 **Technical data security**

972 The Tapestry web service and data are hosted in a cloud hosting environment  
973 operated by AWS in the EU (primarily the Republic of Ireland, with backups in  
974 Germany). AWS is the largest cloud hosting provider in the world and provides  
975 a secure platform for some of the world's largest online service providers.

**976 Physical security**

977 AWS ensure that our servers are physically secure. AWS data centres are  
978 housed in nondescript facilities. Physical access is strictly controlled both at the  
979 perimeter and at building ingress points by professional security staff utilizing  
980 video surveillance, intrusion detection systems, and other electronic means.  
981 Authorized staff must pass two-factor authentication a minimum of two times  
982 to access data centre floors. All visitors and contractors are required to present  
983 identification and are signed in and continually escorted by authorized staff.

984 AWS only provides data centre access and information to employees and contrac-  
985 tors who have a legitimate business need for such privileges. When an employee  
986 no longer has a business need for these privileges, his or her access is immediately  
987 revoked, even if they continue to be an employee of AWS. All physical access to  
988 data centres by AWS employees is logged and audited routinely.

989 We make sure that the devices we use to connect to the Tapestry servers are  
990 physically secure.

991 We also don't routinely store any of your data on our local devices. It is usually  
992 only stored on our servers. On the very rare occasions when we have to (in order,  
993 for instance, to diagnose a bug which we have not been able to replicate in any  
994 other way), we store as little as possible, for as short as time as possible, with  
995 access limited to as few people as possible. We also ensure that the machines we  
996 store it on are secure, including ensuring that their storage is encrypted.

997 It is important that you make sure that the devices you use to connect with  
998 Tapestry are physically secure. In particular, if you use some form of password  
999 manager on a device that remembers your Tapestry password then, at a minimum,  
1000 make sure that the device also requires a password to login or unlock.

1001 The Tapestry website doesn't store data that you have entered on your laptop  
1002 or desktop. Therefore, if your computer is stolen, so long as the password wasn't  
1003 stored on the computer then the person who stole the computer will not be able  
1004 to access Tapestry data without guessing your password.

1005 If you were logged into Tapestry when your laptop or desktop was stolen then, so  
1006 long as the browser is open and the machine hasn't been switched off, the person  
1007 who stole the computer has a short time when they could use your account.  
1008 Therefore it is important that you either log off when you leave a computer  
1009 unattended, or ensure your computer automatically locks its screen when you  
1010 leave it and requires a secure password to unlock.

1011 The iOS and Android Tapestry apps don't store passwords locally, only tem-  
1012 porarily store some data (such as copies of images that are being shown on  
1013 screen), and require a password or pin to be entered to open the app. Therefore,  
1014 if the device is stolen, the person who stole it would not have significant access  
1015 to Tapestry data without guessing your password or PIN.

1016 The devices may have copies of the pictures and videos that have been taken

1017 outside of the app. There is also a setting that allows copies of pictures and  
1018 videos taken within the app to be stored in the device's picture gallery. However,  
1019 by default this setting is disabled. If you download data (such as PDFs of  
1020 journals) from Tapestry to your device, those are at risk.

### 1021 **Software security**

1022 We, together with AWS, ensure that the software running on our servers is up to  
1023 date. We run regular automated tests and internal security reviews to examine  
1024 the configuration and security of our servers.

1025 Similarly, we ensure that the devices we use to connect to Tapestry are up to  
1026 date and free from viruses and compromising software.

1027 It is important that you take similar care with the devices you use to connect to  
1028 Tapestry to ensure they are up to date and free from viruses or compromising  
1029 software. If you give relatives access, please also encourage them to do the same.

### 1030 **Encryption**

1031 Connections between you and the Tapestry servers are encrypted.

1032 Connections between the Tapestry apps and our servers are similarly encrypted.

1033 Connections between our office computers and Tapestry are encrypted.

1034 Your data is encrypted at rest on our servers. This includes our backups of your  
1035 data.

1036 It is important that you check that you are connected to the official Tapestry site  
1037 before entering your password. The correct URL is <https://tapestryjournal.com>.  
1038 We also have an old URL <https://eylj.org> that we keep running for users that  
1039 have not updated their bookmarks or links. You should never enter your Tapestry  
1040 password in any other site.

1041 There should *always* be a padlock or similar symbol to show that the connection  
1042 to <https://tapestryjournal.com> is encrypted.

1043 It is important that, if your browser reports any security error, such as a  
1044 certificate being invalid, you do not accept the situation and enter your password.  
1045 It is likely to be a genuine security warning. Contact your IT support, or contact  
1046 us.

1047 If anything at all makes you suspicious do not enter your password. Instead take  
1048 a screenshot and contact your IT support or contact us.

1049 Please pass this on to people to who you give access: 1) Double check the URL  
1050 2) Double check the security padlock 3) Do not enter your password if you get a  
1051 browser warning or see anything suspicious: take a screenshot and contact us.

1052 Please note that from June 2020, Tapestry no longer uses Enhanced Validation  
1053 Certification (EVC): it never offered any greater degree of technical protection

1054 (encryption is still performed at the same strength) and modern browsers no  
1055 longer use it to offer a visible assurance that the service is being provided by a  
1056 validated organisation (The Foundation Stage Forum Ltd).

### 1057 **Partitioning**

1058 Our network is partitioned to provide minimum access between our servers and  
1059 the internet. In particular, our databases cannot directly access or be accessed  
1060 from the internet, but only from specific servers. Only a handful of servers  
1061 can be accessed from the internet, and only on specific ports and using specific  
1062 protocols (e.g., no unencrypted connections are permitted). This reduces the  
1063 likelihood that external hackers can gain access to our servers and then get data  
1064 out.

1065 Our data is partitioned so that your data is held in a separate database from that  
1066 of other accounts. This reduces the likelihood that a compromise in somebody  
1067 else's account (because, for instance, they use an easily guessable password)  
1068 would lead to a compromise of your data.

1069 Our software is partitioned so that it only has the minimum level of privileges  
1070 to carry out whatever task it is currently doing. This reduces the likelihood  
1071 that somebody who hacked into one part of our code could use it to compromise  
1072 other areas.

### 1073 **Logging**

1074 We log activity on our system. Some of these logs are available to you in the  
1075 Tapestry Control Panel. We retain more detailed logs to help diagnose and fix  
1076 faults.

### 1077 **Verification (also known as Penetration Testing)**

1078 We employ independent firms to check that our systems are secure by attempting  
1079 to hack or penetrate them. These firms are accredited by the relevant industry  
1080 bodies.

1081 The penetration tests cover both the web and the app versions of Tapestry.

1082 The penetration tests include authenticated tests, where the testers are provided  
1083 with login details to Tapestry accounts to check whether they can exploit those  
1084 to see or extract data that should not be visible.

1085 If you have a legitimate interest in Tapestry (e.g., you are the account owner, a  
1086 prospective customer or a parent) we are happy to provide a summary of what  
1087 the independent testers found – please contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).  
1088 Please also get in touch if you want to find out when the last test took place or  
1089 the next test is scheduled.

1090 We also regularly run automated security tests and carry out internal security  
1091 reviews.

## 1092 **Capacity, Redundancy and Backups**

1093 Our system's capacity scales to meet demand. We do not currently limit the  
1094 number of users, or the amount of data that they store, we just add the required  
1095 storage and servers to meet the demand, in most cases automatically.

1096 If a particular account is using our system excessively we may need to discuss  
1097 the possibility of an increased subscription fee, but we have never yet had to do  
1098 this.

1099 Our system is redundant and should survive the loss of any server or, indeed,  
1100 the loss of a physical data centre. This means that we have at least two copies  
1101 of each operational server and all data is stored in at least two locations.

1102 We also retain backups of all data in a different physical location (at the time  
1103 of writing, the primary physical locations are in the Republic of Ireland, the  
1104 backup physical locations are in Germany).

1105 These backups should be, at most, 24 hours old and we should have 90 days of  
1106 backups.

1107 The backups are treated with the same care as the primary data (in particular,  
1108 they are encrypted in transit and rest and stored in AWS facilities with the same  
1109 physical security as described in the 'physical security' section above).

1110 Please note that backups are for disaster recovery. We will use them to restore  
1111 your data should it become lost or corrupted on the live system. It is not designed  
1112 for easy access to restore specific bits of data that you have deliberately deleted  
1113 from the live system. If you ask us to retrieve specific bits of information from  
1114 the backups, we will do so, but we may need to charge our costs.

## 1115 **Keeping in touch about security**

1116 If you suspect a security issue (e.g., you believe that passwords on your account  
1117 may be compromised because, for instance, computers have been stolen) then  
1118 email us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info). Please include a descriptive subject line  
1119 in your email (i.e., don't just say "Help!" but say "Help! Our computers have  
1120 been stolen").

1121 If we have a security concern about your account, we will try and reach the  
1122 primary contact we have listed. This will initially be the person that set up the  
1123 account. You can change this using the Control Panel within Tapestry (Settings  
1124 > Contact Details). Please keep this information up to date.

1125 If you or we suspect a security problem, our first step will usually be to lock  
1126 down the accounts whilst we work together to establish what happened and the  
1127 best course of action.

**1128 Frequently asked security questions**

1129 Below are some frequently asked questions that relate to security. If you have a  
1130 question that hasn't been covered by this document, please ask us at customer  
1131 .service@eyfs.info. Please note that, for security reasons, we may not answer  
1132 some questions (such as, for instance, the exact versions of software that we are  
1133 using).

**1134 Can you fill out this security questionnaire for me?**

1135 To keep our price down, we do not enter into bespoke contracts or fill out security  
1136 checklists. However, we hope that our contract, including its annexes, include  
1137 all the answers you need and cover all the events that you are concerned about  
1138 and that you can use them to fill out whatever paperwork you require for your  
1139 own systems.

1140 If you have questions about our service that aren't covered then do get in touch  
1141 and, if we can, we will add the answers to this contract.

**1142 Do you offer a service level agreement?**

1143 To keep our price down, we do not. However, we take fulfilling our obligations to  
1144 you very seriously and will do our utmost to ensure our service is there whenever  
1145 you need it.

**1146 Are you insured?**

1147 Yes. Our insurance covers the standard corporate liabilities. In addition, it  
1148 covers liabilities relating to hacking and relating to data breaches. Like all  
1149 insurance it is subject to excesses, limits and exclusions.

**1150 What happens if my account subscription should expire?**

1151 We want to avoid painful mistakes happening because, for instance, a subscription  
1152 expires during a school holiday and nobody is around to pay the bill. So we  
1153 do not immediately delete your data when your subscription expires unless you  
1154 specifically ask us to.

1155 However, 90 days after your subscription expires we will permanently delete your  
1156 data. Data will remain in our backups for 90 further days.

1157 If you wish, you can instruct us to delete all your data sooner.

**1158 Do you store data outside of the EU or the UK?**

1159 No. Almost all data remains in the EU. Some data may temporarily be accessed  
1160 or stored in the UK in order to provide support, diagnose problems or fix bugs.

1161 **What encryption principles are used for data in transit?**

1162 We regularly check our encryption meets modern standards and improve it as  
1163 appropriate. At the moment we use a 2048 bit key, SHA256 with RSA and allow  
1164 TLS1.2 and above.

1165 **Have you disabled TLS 1.0 support?**

1166 Yes. TLS 1.0 and 1.1 have been disabled.

1167 **What encryption key management processes are in place?**

1168 We use AWS to manage our encryption keys and provide them to authorised  
1169 servers at the right moment.

1170 **The data centre hosting Tapestry is ISO 27001 accredited. Which  
1171 version of ISO 27001 is it, and who is the accrediting company?**

1172 The version is 2013, and the accrediting company is BMTRADA.

1173 **Do you follow any other standards or hold any other certifications?**

1174 Unless mentioned above, no. We take security very seriously and regularly review  
1175 what we do. But we have not yet, for instance, undergone ISO27001 certification  
1176 as a business.

1177 **Which board member is responsible for security?**

1178 Our Managing Director, Stephen Edwards, is responsible for security.

1179 **Do you have a documented framework for security governance, with  
1180 policies governing key aspects of information security relevant to the  
1181 service?**

1182 We do not yet have a complete set of documentation. We have started on the  
1183 process of creating an ISO 27001 compliant documentation set, but the process  
1184 is not yet complete.

1185 **Can you provide evidence that security and information security are  
1186 part of your financial and operational risk reporting mechanisms,  
1187 ensuring that the board would be kept informed of security and  
1188 information risk?**

1189 We are a small firm so our board, Stephen Edwards and Helen Edwards, are  
1190 closely involved in every decision taken by the firm.

1191 We are very aware of the importance of information security. We discuss it in  
1192 almost every meeting and we continuously attempt to improve our security.

1193 We have a weekly formal review of our security state (see above)

1194 We get independent penetration testers to review our system (see above)

1195 **Can you provide evidence of processes to identify and ensure compli-**  
1196 **ance with applicable legal and regulatory requirements?**

1197 We discuss compliance regularly in our senior management meetings and track  
1198 compliance tasks to completion.

1199 We have appointed a Data Protection Officer to hold us to account on this point.

1200 **Do you track the status, location and configuration of service compo-**  
1201 **ponents throughout their lifetime?**

1202 Yes. Our software configuration is managed under version control, with repeatable  
1203 builds and change logging.

1204 Yes. Our hardware configuration is managed under version control, with repeat-  
1205 able builds and change logging.

1206 **Do you assess changes to the service for potential security impact and**  
1207 **monitor that impact to completion?**

1208 Yes.

1209 **How are potential new threats, vulnerabilities or exploitation tech-**  
1210 **niques which could affect the service assessed?**

1211 We run regular automated tests and internal security reviews to examine the  
1212 configuration and security of our servers.

1213 We engage external penetration testers to assess our system against the latest  
1214 threats.

1215 **Do we use relevant sources of information relating to threat, vulnera-**  
1216 **bility and exploitation techniques, e.g. NIST, NCSC?**

1217 Yes. We monitor CVEs relating to the software our service depends on.

1218 Yes. We regularly review guidance from the NCSC and OWASP. We do not  
1219 regularly review guidance from NIST.

1220 **How are known vulnerabilities prioritised and tracked until mitigations**  
1221 **have been deployed?**

1222 We have automated notifications of vulnerabilities that are in our deployed code.  
1223 These notifications are only quietened when fixes have been deployed.

1224 We have internal issue tracking for required code and deployment changes.

1225 We review and prioritise remaining security actions at least once a week.

1226 **What are the timescales for implementing mitigations? E.g. in**  
1227 **patching policy?**

1228 This depends on the vulnerability.

1229 For instance, if we believe the vulnerability could lead to data exposure, we  
1230 would immediately take Tapestry offline while we fix the vulnerability. Because  
1231 Tapestry would be offline, it would be our highest priority to fix. We have  
1232 procedures for calling in engineers out of hours and at weekends. We have  
1233 procedures for deploying changes to our production configuration within hours.

1234 If the vulnerability was assessed as being of low risk, it would be deployed as  
1235 part of our regular code and configuration updates. These tend to be made at  
1236 least once every two weeks and are often made several times a week.

1237 **Other than for fault-finding, are activity logs monitored for suspicious**  
1238 **activity, potential compromises or inappropriate use of the service?**

1239 Activity logs for our backend system have automated alerting for suspicious  
1240 activity. These alerts are seen by all developers and by Stephen Edwards.

1241 Activity logs for our customers are not monitored by us. They are available to  
1242 customers to monitor.

1243 **Do we have an incident management process?**

1244 Yes. An incident will be uniquely identified and a named individual will be  
1245 allocated responsibility for managing an incident through our support system.  
1246 We have standard procedures for common incidents.

1247 **What is the process for the vendor to report incidents to the customer?**

1248 See “Keeping in touch about security” above.

1249 **Is 2-factor authentication (2FA) available to end users?**

1250 No. But if sufficient numbers of users ask for it, we will implement it: Get in  
1251 touch with us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

1252 **Can we require passwords to be changed every X days?**

1253 No. The UK National Cyber Security Centre recommend that you DO NOT  
1254 require users to change passwords every X days.

1255 If you suspect a password or email account may have been compromised, you can  
1256 make the account inactive and then manually force the password to be changed.  
1257 We can do this in bulk for all accounts if you contact us.

1258 **Which NCSC system architecture do you use?**

1259 Of the list at [https://www.ncsc.gov.uk/guidance/systems-administration-](https://www.ncsc.gov.uk/guidance/systems-administration-architectures)  
1260 architectures our system is closest to the ‘bastion’ model.

1261 The service is run on partitioned and private networks. Management functions  
1262 are carried out by devices on the corporate network which access the private  
1263 networks through bastions.

1264 **What provision is made for customers to access / monitor audit**  
1265 **records for system / data access?**

1266 Customers have direct self-service access to logs that show changes to data.

1267 We can provide logs of who has viewed data on request to [customer.service@eyf](mailto:customer.service@eyf.s.info)  
1268 [s.info](mailto:s.info).

1269 **Does your organisation have differentiated access to data depending**  
1270 **on the sensitivity level?**

1271 Yes. Our default is ‘no access’ and our systems are designed to minimise access  
1272 to data. Different people and the different roles they carry out have different  
1273 access to data and different requirements for what authorisation they must have  
1274 before accessing it. We regularly review who can access what and why to ensure  
1275 we are private and secure by default.

1276 **How long would it take to regain service in a disaster?**

1277 The time taken to restore our service will depend on what caused the loss of  
1278 service and how much was lost. That is why, although we do our best to provide  
1279 Tapestry at all times, we cannot guarantee it.

1280 But to give you an idea, here are a few scenarios:

1281 *A school’s data is deleted:* If the loss of service is because a school let their  
1282 contract lapse and therefore their data was deleted from our primary systems in  
1283 line with our contract, but then the school changed their mind and wanted the  
1284 data back before it had been deleted from our backups, then restoring a single  
1285 school’s database from a backup should take us a few business hours. If all the  
1286 media (pictures, videos etc) have been deleted for a single school and need to be  
1287 restored from backups then the time taken to restore them will depend on how  
1288 many there are, but should rarely take more than a business day. This is just  
1289 the time to complete the technical work. If there are also contractual bits of  
1290 work to be done, or if we need to verify your identity, or if your request arrives  
1291 at a particularly busy time (like the start of September) then getting everything  
1292 sorted may take longer.

1293 *A server dies:* All of our servers have redundant copies that are automatically  
1294 used when a server crashes, dies or otherwise blows up. If the cause was something

1295 to do with the server itself, such as a hardware fault, then that usually means at  
1296 most a few minutes of downtime and can often be managed without any loss  
1297 of service at all. However, if the cause was something external that destroys  
1298 each of our servers in turn as they come online then the elapsed time will be  
1299 however long it takes us to get to the bottom of the root cause and come up with  
1300 a fix. We'd treat this as the top priority for the firm and because our engineers  
1301 are in-house and we have an 'on call' system outside of business hours we'd do  
1302 everything we can to minimise the disruption.

1303 *All three data centers in Ireland are destroyed:* If the loss of service has been  
1304 caused by a complete failure of all three of our primary data centres in Ireland,  
1305 and we have to completely rebuild Tapestry in a new data centre in a new  
1306 location (including configuring new servers etc), then we would hope to have  
1307 the contents of our schools databases (so all the text-based records) restored in  
1308 24 to 48 hours. Restoring all of the pictures, videos, etc for every school could  
1309 then start, but due to the sheer quantity of data, could take a week or more  
1310 to complete depending on the bandwidth we could put in place between our  
1311 backup data centres and our new data centres. Again, getting everything up  
1312 and running would be an absolute priority for the business.

## 1313 **Annex C: Tapestry Privacy**

1314 This annex describes our privacy policy for people who access the Tapestry  
1315 online learning journal service, (<https://tapestryjournal.com>). This policy  
1316 is intended to be shared with any person who uses Tapestry as part of their  
1317 “right to be informed” under UK or EU data protection law. Since we operate  
1318 as a Data Processor for our customers, the Data Controller (the childminder,  
1319 educator, nursery, school or similar educational organisation), will need to  
1320 provide extra information to fulfil the “right to be informed”. We describe  
1321 this extra information briefly in ‘Annex A: Tapestry Data Protection’ and  
1322 you can get more guidance from the UK Information Commissioner’s Office:  
1323 [https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/)  
1324 [regulation-gdpr/individual-rights/right-to-be-informed/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/).

1325 We are The Foundation Stage Forum Ltd, a company registered in England with  
1326 company number 05757213 and a registered address of WaterCourt, 65 High  
1327 Street, Lewes, England, BN7 1XG, UK.

1328 Our customers are childminders, educators, nurseries, schools or similar educa-  
1329 tional organisations.

1330 You are someone who has been given access to Tapestry by one of our customers.  
1331 For example, you could be a member of staff, a relative of a child, the child  
1332 themselves, or someone acting on behalf of a child.

1333 You may have rights under UK or EU Data Protection legislation relating  
1334 to information we store about you. These rights are described here: <https://ico.org.uk/for-the-public/>. If you want to exercise those rights, please contact  
1335 the customer who is storing data in Tapestry in the first instance (e.g., the school  
1336 or nursery). If they want help in carrying out your request, they can contact us.  
1337

1338 Our lead supervisory authority for data protection is the UK Information Com-  
1339 missioner’s Office (<https://ico.org.uk>).

### 1340 **The Service**

1341 Our customers pay us to provide them with a service that allows them to create  
1342 online learning journals for children under their care, monitor those children’s  
1343 progress and share this information with their staff and, if they wish, those  
1344 children’s parents and relatives.

### 1345 **What data do we collect?**

1346 Our customers may choose to store some of the following data on our service:

- 1347 • The names and email addresses of their staff
- 1348 • The names, dates of birth and postcodes of their children
- 1349 • The names and email addresses of the parents and relatives of their children
- 1350 • The contents of a learning journal:

- 1351           – assessments of children’s performance
- 1352           – notes, photographs and videos by and of the children
- 1353           – comments by staff, children and relatives
- 1354       • A record of the children’s care:
  - 1355           – what they ate and drank
  - 1356           – toileting
  - 1357           – how they slept
  - 1358           – whether they had any accidents
  - 1359           – comments by staff and relatives
- 1360       • A register of the children’s attendance:
  - 1361           – when they were recorded as being present
  - 1362           – notes relating to that attendance (e.g., whether they didn’t attend because they were ill)
- 1364       • Activities that are planned:
  - 1365           – worksheets and other materials needed to carry out the activity
  - 1366           – questions and answers on the activity by staff, children and relatives
- 1367       • Memos or notices that the customer wishes to share with relatives:
  - 1368           – documents that might be attached to the Memo
  - 1369           – questions and comments made by staff and relatives
- 1370       • Reflections on particular children, particular activities or particular aspects of the customer’s setting.
  - 1371           – comments and additional reflections by other staff.
- 1372       • Documents that the customer needs to manage or share with relatives.
- 1373

1374 Our customers store this information in order to record, analyse and, if they  
1375 wish, share the progress of their children.

1376 Our customers have the freedom to choose what data they store and who they  
1377 store it about.

1378 Our customers choose who has access to the data.

1379 Our customers are able to correct and delete data at will.

1380 Our customers must tell you, as part of your right to be informed, what data  
1381 they are storing, why they are storing it and who they are sharing it with.

1382 In providing the service, we will send automated emails to staff and parents  
1383 in order to confirm email addresses, reset passwords and notify them of events  
1384 relating to the customer (such as when a new observation is added about a child).  
1385 We never send any marketing information, though staff can choose to receive a  
1386 newsletter about Tapestry.

1387 We **ONLY** access the data stored by our customers in order to carry out our  
1388 customer’s instructions, to maintain or improve the service or to fix faults.  
1389 We do not use our customer’s data for marketing. We use sub-contractors to  
1390 process some of the data, but we do not otherwise share this data with other  
1391 organisations.

1392 If your contact details are registered on Tapestry in the ‘contact details’ section,

1393 or as a ‘manager’ then we may contact you if we have a question or concern  
1394 about the associated Tapestry account.

1395 When you visit the Tapestry web site we collect your:

- 1396 • IP address, together with
- 1397 • Information your computer sends about its web browser and operating  
1398 system, and
- 1399 • What pages you look at (e.g., the list of observations), but not the content  
1400 of those pages (i.e., we could not tell directly from the data whether the  
1401 list of observations contained information about a particular child, though  
1402 given time and access to the data above it would be possible to figure that  
1403 out).

1404 We use this information to monitor the security of our service, to help us figure  
1405 out how to improve the service (e.g., what browsers should we support? How  
1406 much capacity should we add?) and to improve the way we market the service  
1407 (e.g., what search terms were used to discover our site). We do not share it.

1408 If you use our phone or tablet application we collect:

- 1409 • The IP address of the network your phone or tablet is on, together with
- 1410 • The make and model of your phone or tablet, together with
- 1411 • The version of your phone or tablet’s operating system, together with
- 1412 • Details of any crashes that occur in the application, and
- 1413 • What screens you look at in the application (e.g., the list of observations),  
1414 but not the content of those screens (i.e., we could not tell directly from  
1415 the data whether the list of observations contained information about a  
1416 particular child, though given time and access to the data above it would  
1417 be possible to figure that out).

1418 We use this information to monitor the security of our service and to help us  
1419 figure out how to improve the service (e.g., what causes crashes? which crashes  
1420 need fixing most urgently?). We do not share it.

## 1421 **What is the lawful basis for storing this data**

1422 Our customers decide and must tell you the lawful basis for the data they add  
1423 to Tapestry. Please note, your consent is not the only lawful basis for storing  
1424 data and our customers may have a different legal basis.

## 1425 **Whose data is it?**

1426 We don’t claim ownership of the data entered into Tapestry. We only use it  
1427 according to our customer’s instructions to provide the service described above.

1428 Formally, in UK and EU data protection legislation terms, our customers are  
1429 the “Data Controller” and we are the “Data Processor”.

1430 There are three exceptions to this, where we are the “Data Controller”:

- 1431 1. The content of our billing system  
1432 2. The content of our support ticket system  
1433 3. The content of our forums

1434 These exceptions are described in more detail in Annex E and Annex F.

### 1435 **Who do we share data with?**

1436 We do not share data, except as explicitly requested by our customers.

1437 If they wished, our customers might give other people (e.g., staff, children or  
1438 parents) access to data. They might download or print some or all of the data  
1439 and share it with other people (e.g., staff, children, parents, the government).  
1440 They might transfer some of the data to another organisation (e.g., parents, the  
1441 government, another educational establishment looking after a child).

1442 We **ONLY** access the data stored by our customers in order to carry out our  
1443 customer's instructions, to maintain or improve the service, or to fix faults.

### 1444 **How do we collect the data?**

1445 Most data is entered by our customers directly into our website or through our  
1446 phone and tablet applications. Our customers may, if they wish, permit parents  
1447 and relatives of children to add data to the service.

1448 Some data (described above) is sent automatically by your web browser or by  
1449 our applications.

1450 We may store cookies on your computer in order to verify that you are logged  
1451 in and to store your preferences. The cookies themselves do not contain any  
1452 identifiable information about you or about what you look at.

### 1453 **Can I see my data that is stored on your system?**

1454 Yes. The school, childminder, nursery or similar educational organisation, can  
1455 give you a copy of data about you that they or you have stored in Tapestry. We  
1456 can provide you with a copy of any of the other data that has been collected  
1457 (e.g., our records of your IP address and / or make and model of your tablets  
1458 etc.).

### 1459 **Can I have my data corrected or deleted?**

1460 Yes. The school, childminder, nursery or similar educational organisation, can  
1461 correct or delete the data they or you have stored in Tapestry.

1462 The process of deletion is gradual: initially deleted data is moved to a 'deleted'  
1463 area in case it was deleted in error. After a delay, it is then permanently deleted  
1464 from our main systems. After a further delay, it is then permanently deleted  
1465 from our backups.

**1466 What are our customer's responsibilities?**

1467 Our customers decide who to add data about, what data to add, and how long to  
1468 keep it for. They have overall responsibility for complying with Data Protection  
1469 law (or the equivalent in other countries).

1470 We describe this in more detail in the contract we have with our customers. But,  
1471 for instance, they have to:

- 1472 • Ensure they have a legal basis for what data they store on Tapestry and  
1473 who they share it with.
- 1474 • Think about what information it is appropriate to share with whom, given  
1475 their situation and that of the children under their care.
- 1476 • Respond to requests for access to data.
- 1477 • Train their staff about sensible security and confidentiality precautions:
  - 1478 – Taking care of passwords.
  - 1479 – Taking care not to install software on computers that may compromise  
1480 security.
  - 1481 – Taking care not to access material from inappropriate places where it  
1482 can't be kept appropriately confidential.
- 1483 • Delete data when it is no longer required.
- 1484 • Remove access for people who no longer need access.
- 1485 • Give parents instructions in accordance with their safeguarding policy.

**1486 Contacting Us**

1487 You can contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info) or WaterCourt, 65 High Street,  
1488 Lewes, England, BN7 1XG, UK.

1489 We also have a Data Protection Officer, Lauren Foley, who can be reached at  
1490 [dpo@eyfs.info](mailto:dpo@eyfs.info).

## 1491 **Annex D: Tapestry Sub-processors**

1492 Not all parts of Tapestry are run in-house. Below are a list of the sub-contractors  
1493 that we use to process some of your data. They are under a written contract  
1494 that ensures they are compliant with UK data protection law.

1495 For the avoidance of doubt: We are accountable to you for this contract. If one  
1496 of our sub-processors does something wrong, it is our fault – we won't pass the  
1497 buck.

1498 For the avoidance of doubt: We instruct our sub-processors in ways that are  
1499 consistent with this contract.

1500 For instance: Although Amazon Web Services have data centres outside of the  
1501 EU and, technically, could move your data there, they are contractually bound  
1502 not to do so without our instruction and we would not instruct them to do so.

1503 For instance: Although Amazon Web Services could, technically, access your  
1504 data, they are contractually bound not to except if it is strictly necessary to  
1505 deliver their service to us. Even then, their employees are contractually obliged  
1506 to keep data confidential and secure.

### 1507 **List of sub-processors**

1508 To continue to use Tapestry, we require your consent to our use of the following  
1509 sub-processors:

- 1510 • Amazon Web Services. They host Tapestry. They are ISO 27001 compliant.  
1511 Their address is 410 Terry Avenue North Seattle WA 98109-5210.

1512 If, and only if, you enable push notifications then you will be consenting to  
1513 sending the contents of the notifications via:

- 1514 • Apple. For push notifications sent to the iOS app. Their address is One  
1515 Apple Park Way, Cupertino, California 95014, U.S.A.
- 1516 • Google. For push notifications sent to the Android app. Their address is  
1517 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.
- 1518 • Amazon. For push notifications sent to the Amazon Fire app. Their  
1519 address is 410 Terry Avenue North Seattle WA 98109-5210.

1520 Note that the end user of the Tapestry app will also need to consent before push  
1521 notifications will be sent to them.

### 1522 **Changes to sub-processors**

1523 We may, occasionally, need to add or change the sub-contractors we use to  
1524 process some of your data.

1525 If we do, then UK and EU data protection law requires us to tell you and to  
1526 obtain your agreement.

1527 We've included the list of sub-processors as part of this contract which means  
1528 that if we want to change them we will do so by proposing a change to this  
1529 contract with you. We will give you as much notice as possible so you can discuss  
1530 any changes with us. We will then ask for your written agreement to the change  
1531 in contract.

## 1532 **Annex E: Billing and support data**

- 1533 1. We are The Foundation Stage Forum Ltd, a company registered in England  
1534 with company number 05757213 and a registered address of WaterCourt,  
1535 65 High Street, Lewes, England, BN7 1XG, UK.
- 1536 2. You are a childminder, educator, nursery, school or similar educational  
1537 organisation.
- 1538 3. This annex relates to data in our billing and support system. It does  
1539 not relate to data placed in the Tapestry online learning journal (see  
1540 Annex A) or to data placed in our discussion forums (see Annex F) or  
1541 to support material, such as tutorials, videos and descriptions of our  
1542 product that are hosted on our websites (see the sites' individual privacy  
1543 policies, for example <https://tapestry.info/privacy-policy.html> and  
1544 <https://eyfs.info/privacy.html/>)

### 1545 **What data do we collect?**

- 1546 4. We collect the following information about people who contact us by email  
1547 or through our support ticket system:
  - 1548 • The person's email address and the contents of the email
- 1549 5. If you contact us by telephone, post or face-to-face we may also keep notes  
1550 of those interactions.
- 1551 6. We store:
  - 1552 • Your name, email address, telephone number and postal address
  - 1553 • The name, email address and telephone numbers of anyone you tell us who  
1554 administers or pays for your account with us.
- 1555 6. Credit card payment information is given directly to a payment service  
1556 provider. We do not hold any credit card information ourselves.

### 1557 **Why do you need this data?**

- 1558 7. Our lawful basis for collecting this data under EU and UK data protection  
1559 law is 'contract'. We need this data to:
  - 1560 • Charge you for our service.
  - 1561 • Respond to questions or problems raised by you about our service.
  - 1562 • Contact you if we have questions about your account.
  - 1563 • Decide what changes to make to our service.

### 1564 **Who do you share this data with?**

- 1565 8. We make use of subcontractors to provide our service to you and they may  
1566 see some or all of this data:

- 1567 • Amazon Web Services - For hosting.
  - 1568 • Barnian Media Ltd - For technical support.
  - 1569 • Global Payments - For managing credit card payments.
  - 1570 • Zoho Mail - For managing our email
- 1571 9. If you contact us in relation to a particular Tapestry account then we may  
1572 share that data with other people who we believe represent the organisation  
1573 that owns that account. For example, if a teacher contacted us to instruct  
1574 us to permanently delete a particular child's data, and then the head of the  
1575 school later contacted us to ask why a child had been deleted, we would  
1576 share the instruction from the teacher with the head.
- 1577 10. We do not use or share your data for any reason other than to provide or  
1578 improve our service. For the avoidance of doubt: we do not sell your data.

### 1579 **Where is the data stored?**

- 1580 11. Your data is stored within the EU and UK. Our processing is carried out  
1581 within the EU or UK.

### 1582 **How long do you keep this data?**

- 1583 12. We keep your data for up to 7 years. We keep data this long in case it is  
1584 required in an audit and to help us decide what changes to make to our  
1585 service.

### 1586 **How do I exercise my rights under data protection law?**

- 1587 13. We are the data controller of this data.
- 1588 14. Your rights under UK data protection law are described at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>. They include the right to see and correct this  
1589 data.  
1590
- 1591 15. To exercise those rights, contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).
- 1592 16. If you are in the EU, your rights under the GDPR are similar and can be  
1593 exercised in the same way.  
1594
- 1595 17. We also have a Data Protection Officer, Lauren Foley, who can be reached  
1596 at [dpo@eyfs.info](mailto:dpo@eyfs.info).
- 1597 18. Our lead supervisory authority for data protection is the UK Information  
1598 Commissioner's Office (<https://ico.org.uk>).

## 1599 **Annex F: Use of our discussion forum**

- 1600 1. We are The Foundation Stage Forum Ltd, a company registered in England  
1601 with company number 05757213 and a registered address of WaterCourt,  
1602 65 High Street, Lewes, England, BN7 1XG, UK.
- 1603 2. You are a childminder, educator, nursery, school or similar educational  
1604 organisation.
- 1605 3. We have a discussion forum (<https://eyfs.info>) that you may use to  
1606 discuss issues facing childminders, educators, nurseries, schools or similar  
1607 educational organisations.

### 1608 **Liability**

- 1609 4. We do not vouch for the accuracy, completeness or usefulness of any  
1610 material on the forum. Use it at your own risk.
- 1611 5. The material expresses the views of the author of the material, and not  
1612 necessarily our views.
- 1613 6. If you feel any material on the forum is objectionable, please contact us  
1614 immediately at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

### 1615 **Content and ownership of your messages**

- 1616 7. Don't post anything we won't like.
  - 1617 • We like professional discussion of the issues facing childminders, edu-  
1618 cators, nurseries, schools or similar educational organisations.
  - 1619 • We don't like things that are unkind, illegal, lies, use language you  
1620 wouldn't want children to hear, or are shameless advertising.
- 1621 8. Don't post anything that you don't have permission to post. For instance,  
1622 if you didn't write the material you are posting, make sure you have the  
1623 permission of the person who wrote it *before* you post it.
- 1624 9. On shameless advertising: Occasionally during the course of a discussion it  
1625 may be appropriate for a you to mention a product or service with which  
1626 you are involved if it helps the discussion and doesn't annoy anyone. We  
1627 will use our discretion in those cases.
- 1628 10. If we don't like what you post, or fear you may not have permission to  
1629 post it, we will remove it.
- 1630 11. If we keep having to remove your material, or if we *really* don't like it, we  
1631 will bar you from the forum.
- 1632 12. When you post material, you retain copyright but grant us the right to  
1633 use the material:
  - 1634 • without payment,
  - 1635 • in any way we choose,

- 1636 • anywhere in the world,
  - 1637 • forever.
- 1638 13. If we use your material, we will try to attribute it to you.
- 1639 14. If you wish to copy material posted by someone else, please contact us or  
1640 the person who posted for permission.

## 1641 Privacy and Data Protection

- 1642 15. We store any data that you submit to us, plus your IP address, details  
1643 about your browser and computer and which pages on our site you view.
- 1644 16. Our lawful basis for storing and using the data is ‘contract’. We store and  
1645 process this data in order to:
- 1646 • provide a discussion forum,
  - 1647 • monitor abuse,
  - 1648 • fix bugs
  - 1649 • and to improve our service.
- 1650 17. Your data is stored within the EU or the UK. Our processing is carried  
1651 out within the EU or the UK. Our forum is accessible from outside of the  
1652 EU and the UK, so material you post may be viewed from outside of the  
1653 EU and the UK.
- 1654 18. Your forum account will lapse once your Tapestry subscription lapses or,  
1655 if you have a separate forum subscription directly or through your local  
1656 authority, once that subscription lapses.
- 1657 19. When your forum account lapses you will no longer be able to log into the  
1658 forum or post material to the forum. At our discretion, the material you  
1659 have posted may remain on the forum.
- 1660 20. When your forum account has lapsed we will only use the personal infor-  
1661 mation that you have provided us to:
- 1662 • help you re-activate your forum account if you later wish to re-  
1663 subscribe
  - 1664 • keep track of who posted what material in case we need to attribute  
1665 it to you or in case we need to verify that you had permission to post  
1666 the material.
- 1667 21. We will delete the personal information that you have provided us at most  
1668 7 years after your forum account has lapsed. At our discretion, the material  
1669 you have posted may remain on the forum.
- 1670 22. We are the data controller for this data. To exercise your rights under UK  
1671 or EU data protection law you can contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).
- 1672 23. We have a Data Protection Officer, Lauren Foley, who can be reached at  
1673 [dpo@eyfs.info](mailto:dpo@eyfs.info).

- 1674 24. Our lead supervisory authority for data protection is the UK Information  
1675 Commissioner's Office (<https://ico.org.uk>).

1676 **Annex G: Standard Contractual Clauses for EU**  
1677 **customers**

1678 This Annex was for customers in the EEA if the EU did not decide UK data  
1679 protection laws were 'adequate'.

1680 Fortunately, the EU *has* decided the UK laws are adequate and so this section  
1681 has been deleted.

1682 You can read more about this on the European Commission website [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en) and we are very happy to answer your questions.

1685 **Annex H: Age appropriate design for UK cus-**  
1686 **tomer who allow children to log into Tapestry**

1687 You can now permit children to log into Tapestry. This section is only relevant  
1688 to customers who enable this feature AND where the children who log in are in  
1689 the UK.

1690 The UK Information Commissioner (ICO) has created an ‘Age Appropriate  
1691 Design Code of Practice for Online Services’. This is a series of 15 standards for  
1692 online services, such as Tapestry, that allow children to log in.

1693 In the words of the ICO “The code is not a new law but it sets standards and  
1694 explains how the General Data Protection Regulation applies in the context of  
1695 children using digital services..” The UK ICO ‘encourage[s] schools to aspire  
1696 to meet the code’s 15 standards as a matter of general good practice’. For  
1697 non-schools, the UK ICO is firmer that the standards must be met.

1698 The standards seem good to us. So even if you do not legally need to comply, if  
1699 you are thinking about allowing children to log into Tapestry, we would encourage  
1700 you to take the time to read the information provided by the ICO, to read our  
1701 approach to each of the standards below, and to think about your approach to  
1702 the standards based on the documents from the ICO and the suggestions we  
1703 make below.

1704 Please do contact us with any questions or feedback you have.

1705 **Standard 1: Best interests of the child**

1706 See the ICO webpage ‘1. Best interests of the child’ for more information.

1707 We have designed the feature with the best interests of older primary school age  
1708 children in mind. For most of those children, and for most ways you might use  
1709 the feature, it should be easy to comply with the code of practice.

1710 But each child is different. You need to make a judgement about each specific  
1711 child and whether enabling the feature for them would be in their best interest.

1712 It may be that due to the child’s age, capability or situation that child login  
1713 isn’t right to enable it for a particular child, or to only enable it for some uses  
1714 (e.g., to use in school, but not to use at home).

1715 We give you the tools to restrict the feature to particular children, and to restrict  
1716 access to the feature at home separately from access at school.

1717 **Standard 2: Data protection impact assessments**

1718 See the ICO webpage ‘2. Data protection impact assessments’ for more informa-  
1719 tion.

1720 We cannot carry out a data protection impact assessment because only you have  
1721 all the required information about how you will use Tapestry. We do not know  
1722 exactly what categories of data you will add, your legal basis for adding them,  
1723 who you will share data with, or when you will delete it.

1724 You need to answer those questions as part of a data protection impact assess-  
1725 ment.

1726 We provide the information you need from us in our contract with you. If the  
1727 contract is missing something, please ask us and we will do our best to answer,  
1728 though we may have to charge our costs in doing so.

### 1729 **Standard 3: Age appropriate application**

1730 See the ICO webpage ‘3. Age appropriate application’ for more information.

1731 We have designed the feature for older primary pupils. We have set the feature  
1732 to be off by default.

1733 You need to judge whether the feature is appropriate to an individual child’s  
1734 age, abilities and understanding before enabling the feature for the child.

1735 If there is some aspect of the feature that you do not think is appropriate to the  
1736 age group, please do get in touch with us.

### 1737 **Standard 4: Transparency**

1738 See the ICO webpage ‘4. Transparency’ for more information.

1739 We have written a short ‘your data’ page that children can access from within  
1740 Tapestry that explains that the work they do in Tapestry will be shared with you,  
1741 and that you might share it with others. It also explains their data protection  
1742 rights and suggests they speak with you or their parent.

1743 You will need to be ready to provide the child (and potentially their parent)  
1744 with extra detail from your data protection impact assessment about how you  
1745 are using Tapestry to process their data.

### 1746 **Standard 5: Detrimental use of data**

1747 See the ICO webpage ‘5. Detrimental use of data’ for more information.

1748 We do not use children’s personal data in any way that has been shown to be  
1749 detrimental to their wellbeing, or that goes against industry codes of practice,  
1750 other regulatory provisions, or Government advice.

1751 To be clear, we do not use data for marketing, broadcasting, in the press, in  
1752 online games, or to offer rewards.

1753 We do provide children with notifications. But those notifications are: 1. Only  
1754 visible while a child is logged into Tapestry 2. Are not designed to encourage

1755 any detrimental behaviour (they just say things like “A Teacher commented on  
1756 your observation”

1757 We do provide: 1. Staff with the ability to like, comment and assess the work of  
1758 children. 2. The option to allow relatives to like and comment on the work of  
1759 children. 3. The option to allow children to like and comment on shared work.

1760 You will need to think about how you use likes, comments and assessments that  
1761 are visible to children in order to have a positive impact on the children.

1762 You will need to think about whether you allow relatives to like and comment  
1763 on work and, if you do, what sort of policies you need to create and how you will  
1764 communicate and police those policies.

1765 You will need to think about whether you allow children to like and comment  
1766 on shared work and, if you do, what sort of policies you need to create and how  
1767 you will communicate and police those policies.

## 1768 **Standard 6: Policies and community standards**

1769 See the ICO webpage ‘6. Policies and community standards’ for more information.

1770 We do not monitor or police the information added by you or any of your users  
1771 to Tapestry.

1772 You will need to decide what policies and community standards you put in place  
1773 and how you will police them.

1774 We have designed the feature so that children’s use of it is controlled by staff  
1775 and (if staff permit) parents. The aim of this is to make it easier for staff and  
1776 parents to monitor children’s use of the feature and ensure the standards are  
1777 being met.

1778 We provide the ability to turn off the feature and parts of the feature for specific  
1779 children and relatives.

## 1780 **Standard 7: Default settings**

1781 See the ICO webpage ‘7. Default settings’ for more information.

1782 We have set this feature to be off by default. If enabled, we have set the default  
1783 permissions to provide children with high privacy.

1784 The default setting is that the information a child enters into Tapestry will be  
1785 shared with you and no-one else. You can choose to share some of the child’s  
1786 work with other children and/or relatives. You can also choose to allow children  
1787 to comment on group work.

1788 You should consider what is in the best interests of your children when deciding  
1789 whether to enable the feature and who to share a child’s work with.

**1790 Standard 8: Data minimisation**

1791 See the ICO webpage ‘8. Data minimisation’ for more information.

1792 We have designed the feature to use the minimum of amount of personal data.  
1793 We do not ask children to share any personal data – their name is all that is  
1794 required and this will have been entered by you.

1795 You should think carefully about the tasks you set children to do with Tapestry  
1796 to ensure the tasks do not accidentally lead or encourage children to share  
1797 unnecessary personal data (including pictures and videos containing personal  
1798 contact) and put policies in place to deal with the personal data if it should be  
1799 shared unnecessarily.

1800 We provide the ability to delete data added by children. If you contact us, we  
1801 can also accelerate the deletion of most data from our backup systems. However,  
1802 if you have a complex request we may need to charge for our time. Also, deleting  
1803 from backup systems tends to be ‘all or nothing’ which means that you are at a  
1804 high risk of data loss if backups have been deleted.

**1805 Standard 9: Data sharing**

1806 See the ICO webpage ‘9. Data sharing’ for more information.

1807 We share what the child enters into Tapestry with you. You can choose to  
1808 share it with others, such as the child’s relatives, other children or with a child’s  
1809 subsequent school.

1810 You should develop a policy on who you share the data entered by a child with  
1811 as part of your data protection impact assessment.

**1812 Standard 10: Geolocation**

1813 See the ICO webpage ‘10. Geolocation’ for more information.

1814 We do not use geolocation.

**1815 Standard 11: Parental controls**

1816 See the ICO webpage ‘11. Parental controls’ for more information.

1817 We have designed the feature so that the school is in charge of when and where  
1818 children can use the feature while at school.

1819 We have also designed the feature so that the school can decide whether a child  
1820 can log in at home and, if they have more than one relative on Tapestry, which  
1821 relative’s accounts they can log in from.

1822 We have designed the feature so that, when at home, a relative must log into  
1823 Tapestry first, before their child can then log in. The intention is that will place  
1824 the child’s use of Tapestry under the control of the parent.

1825 You should decide whether you wish children to log into Tapestry at home and,  
1826 if you do, which relatives's accounts you wish to permit the child to log in from.

### 1827 **Standard 12: Profiling**

1828 See the ICO webpage '12. Profiling' for more information.

1829 We do not carry out any profiling.

1830 You might use data a child adds to Tapestry to assess the child, which could  
1831 construed as being a type of profiling. But this process is likely to involve your  
1832 judgement rather than being purely automatic, so is unlikely to be considered  
1833 profiling in this definition.

### 1834 **Standard 13: Nudge techniques**

1835 See the ICO webpage '13. Nudge techniques' for more information.

1836 We do not use nudge techniques to lead or encourage children to provide unneces-  
1837 sary personal data. We do not permit children to turn off privacy protections.

1838 You should think carefully about the tasks you set children to ensure they do  
1839 not accidentally 'nudge' a child into sharing inappropriately.

### 1840 **Standard 14: Connected toys and devices**

1841 See the ICO webpage '14. Connected toys and devices' for more information.

1842 We do not provide a connected toy or device.

### 1843 **Standard 15: Online tools**

1844 See the ICO webpage '15. Online tools' for more information.

1845 We provide online tools in the Tapestry Control Panel to help you to respond to  
1846 requests by, or on behalf of, children to express their data protection rights.

1847 We provide a page for children which explains to them and to their parents that  
1848 they should get in touch with you to exercise their rights and to find out more  
1849 about how you are using Tapestry.

1850 We have designed the feature so that teachers (when at school) and relatives  
1851 (when at home) decide when and where a child can log in. We hope this will  
1852 allow teachers and relatives to monitor the children and respond to any concerns  
1853 they have.

1854 You should ensure you have procedures in place to respond to requests to exercise  
1855 data protection rights.

1856 You should also think about how you will monitor children's use of Tapestry  
1857 and how you might respond to any concerns the children have.

## 1858 **Changes to this contract**

1859 Below is a list of material changes to this document. If you spot a change that  
1860 should be in this list, please let us know.

### 1861 **This version of the contract (2021 September 30)**

- 1862 • Annex H (lines 1686 to 1703) Update to clarify that the UK Information  
1863 Commissioner’s ‘Age Appropriate Design Code of Practice for Online  
1864 Services’ is “not a new law but it sets standards and explains how the  
1865 General Data Protection Regulation applies in the context of children using  
1866 digital services” and that the UK ICO only “encourage[s] schools to aspire  
1867 to meet the code’s 15 standards as a matter of general good practice” but  
1868 is firmer that other organisations must comply.

### 1869 **2021 September 2**

- 1870 • Overview: (line 336) Remove mention of dispute resolution clauses in  
1871 Annex G, since those are no longer required. (line 265) Mention the new  
1872 Annex H on age appropriate design
- 1873 • Annex A: (lines 380-385) Remove mention of standard contractual clauses  
1874 for EU customers in Annex G, since those are no longer required.
- 1875 • Annex B: (line 948) Update relevant sections now children may be given  
1876 access. (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled.  
1877 (lines 1283 to 1319) Add an FAQ about how long it might take us to restore  
1878 service if a disaster hit
- 1879 • Annex C: (lines 1359 to 1380) Mention that children can now enter data  
1880 in the section on the data we collect. (line 1392) Make it clear that staff  
1881 only receive a newsletter about Tapestry if they choose it.
- 1882 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU  
1883 customers are no longer required.
- 1884 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design  
1885 for customers in the UK who allow children to log in and therefore need  
1886 to comply with the Information Commissioner’s Office ‘Age Appropriate  
1887 Design Code of Practice for Online Services.’

### 1888 **2020 May 26**

1889 Line numbers mentioned in this section are the line numbers marked on the PDF  
1890 copy of the 2020 May 26 version of this contract.

- 1891 • The non-contractual note on Brexit: Updated to reflect that we are now  
1892 in a transition period.
- 1893 • Everywhere: Clarify usages of UK and EU now that the UK is no longer  
1894 part of the EU.
- 1895 • Everywhere: Fix spelling and typos

- 1896 • Overview: Update registered address of The Foundation Stage Forum  
1897 Ltd (line 240). Clarify that eyfs.info is not just a forum, it has education  
1898 resources as well (line 250). Clarify the wording again to try and make  
1899 it clearer who can claim from whom if it turns out that one party is not  
1900 responsible for a data protection breach but the other is (line 341). Clarify  
1901 that, for EU customers, parts of the contract may not be under UK law  
1902 (line 344).
- 1903 • Annex A: Update registered address of The Foundation Stage Forum Ltd  
1904 (line 358). Make the Annex consistent with the Overview: the contract is  
1905 under English law (line 398). Include our ICO registration number (line  
1906 400). Refer to the 'Standard Contractual Clauses' for EU customers (line  
1907 402). Clarify that when answering a support ticket requires us to view  
1908 your data, that data will be viewed in the UK (which is now outside of  
1909 the EU) (line 422). Clarify that if you upload material to Tapestry, you  
1910 are responsible for making sure you can do so legally (for instance, you  
1911 are responsible for making sure you haven't breached copyright in the  
1912 material you upload) (line 549). Clarify where in the document you can  
1913 find help when carrying out a Data Protection Impact Assessment (line  
1914 718). Update the Brexit FAQ (line 779).
- 1915 • Annex B: Update registered address of The Foundation Stage Forum Ltd  
1916 (line 811). Make the Annex consistent with the Overview: the contract is  
1917 under English law (line 819). Update the section on encryption to include  
1918 guidance on how to stay safe and to include the forthcoming changes to  
1919 our certificate (line 1044 onwards).
- 1920 • Annex C: Update registered address of The Foundation Stage Forum Ltd  
1921 (line 1306). Refer to new functions that customers could be using (line  
1922 1344).
- 1923 • Annex E: Fix numbering. Update registered address of The Foundation  
1924 Stage Forum Ltd (line 1515). Point out where the other privacy police are  
1925 (line 1523). Note change of payment processor from SagePay to Global  
1926 Payments (this is for payment data where The Foundation Stage Forum  
1927 Ltd is the Data Controller) (line 1549).
- 1928 • Annex F: Update registered address of The Foundation Stage Forum Ltd  
1929 (line 1581).
- 1930 • Annex G: A new annex containing the EU Standard Contractual Clauses  
1931 from decision 2010/87/EU for customers who are in the EU (line 1656  
1932 onwards).

## 1933 2019 April 18

1934 Line numbers mentioned in this section are the line numbers marked on the PDF  
1935 copy of the 2019 April 18 version of this contract.

- 1936 • Overview: Clause 26 make it clear that there would not be a limit to  
1937 liability if you or we need to claim back the compensation we have paid  
1938 under a breach of data protection law (line 307).

- 1939 • Annex A: Tapestry Data Protection: Explain that if, and only if, push  
1940 notifications are enabled by you and the end user of the app, then sometimes  
1941 the contents of the notification might go outside of the EU on its way to  
1942 the company that makes the end user's phone or tablet operating system  
1943 (line 389).
- 1944 • Annex A: Tapestry Data Protection: Mention that, if you use the new  
1945 Register functionality, you might be storing data about a child's attendance  
1946 (line 407).
- 1947 • Annex A: Tapestry Data Protection: Fix a typo "Repeating your in a  
1948 letter to us." should be : "Repeating your instruction in a letter to us"  
1949 (line 580).
- 1950 • Annex B: Tapestry Security: Take out reference to when the last pene-  
1951 tration test was, this becomes out of date too quickly. Add in how to get  
1952 hold of the summary of the test and to contact us for when the last test  
1953 took place and when the next one is scheduled (line 1022).
- 1954 • Annex C: Tapestry Privacy: Mention that, if the customer uses the forth-  
1955 coming Register functionality, they might be storing data about a child's  
1956 attendance (line 1258).
- 1957 • Annex D: Tapestry Subprocessors: We have added Apple, Google and  
1958 Amazon as our forthcoming apps will offer push notifications and those  
1959 notifications go via the maker of the phone or tablet's operating system.  
1960 Because we are the Data Processor for this data, you need to consent to  
1961 using these sub-processors. You can provide your consent by enabling push  
1962 notifications in your Tapestry Control panel. If you do not provide consent  
1963 the only functionality that will be missing is push notifications (line 1402).
- 1964 • Annex E: Billing and Support Data: We have changed our email provider  
1965 from Fastmail to Zoho Mail. Because we are the Data Controller for this,  
1966 consent is not formally required from you to make this change (line 1453).

## 1967 **2018 May 1**

1968 Line numbers mentioned in this section are the line numbers marked on the PDF  
1969 copy of the 2018 May 1 version of this contract.

### 1970 **Tapestry Data Protection**

- 1971 • Add a section pointing out where to find in this contract the standard  
1972 terms required in a data processing agreement (lines 303-323)
- 1973 • Attempt to clarify the wording describing that viewing Tapestry from  
1974 outside the EU means data will be transferred outside the EU to get to  
1975 you (lines 351-358)
- 1976 • Rephrase "What data is placed into Tapestry?" to more closely match the  
1977 language of subject matter, nature and purpose, etc. that is used in data  
1978 protection legislation (lines 360-375)
- 1979 • Remove Bursar from the list of examples of who can instruct us (line 520).
- 1980 • Confirm that if someone who isn't authorised tries to instruct us to do

- 1981 something, we will tell you about it. (lines 525-526)
- 1982 • Clarify what ‘written’ instruction means (lines 530-540)
- 1983 • Added a section “Instructions we do and don’t accept” (lines 541-562).
- 1984 • Confirm that our staff who process data are appropriately trained in data
- 1985 protection (line 568).
- 1986 • The tools to allow download of user’s data are now available (line 581).
- 1987 • Remove section “[NOT YET IMPLEMENTED We do provide some ex-
- 1988 ample documents on risks that you can customise when carrying out your
- 1989 own assessments. ]” – we have provided some guidance in our forum, but
- 1990 not yet example documents (line 617).

### 1991 **Tapestry Security**

- 1992 • Remove the word ‘reset’ from links (line 847).
- 1993 • Clarify the wording that confirms connections between the Tapestry apps
- 1994 and our servers are encrypted (line 938).
- 1995 • Change email to reach for keeping in touch about security. In urgent cases
- 1996 we would call if we have appropriate contact details (line 1013).

### 1997 **Tapestry Privacy**

- 1998 • Remove the word ‘usually’. Our customers are always the data controllers
- 1999 (line 1176)

### 2000 **Tapestry Sub Processor**

- 2001 • Remove the reference to Crashlytics, the forthcoming versions of the
- 2002 Tapestry apps will no longer use this sub-processor (line 1153).

## 2003 **2018 March 12 (Second Draft)**

2004 Line numbers mentioned in this section are the line numbers marked on the PDF

2005 copy of the 2018 March 12 draft.

### 2006 **Across all sections**

- 2007 • Fixed typos and improved some wording.
- 2008 • Adjust numbering that occurs because of other changes.
- 2009 • Make links to emails and websites clickable.

### 2010 **A note on this draft**

- 2011 • Mention the list of changes (line 163).
- 2012 • Fix dates (line 174).

**2013 Overview**

- 2014 • Clarify that we do sometimes call people back, and offer paid-for telephone  
2015 support sessions (lines 189-192).
- 2016 • State explicitly that we are GDPR compliant and this contract contains  
2017 the required clauses (lines 212-215).
- 2018 • State that the limit on liability is reciprocal (lines 268-269)
- 2019 • Clarify that some liabilities are set in law and we aren't attempting to  
2020 override them (line 268). In particular, in relation to liabilities from  
2021 breaches in data protection law (lines 270-275).

**2022 Annex A: Tapestry Data Protection**

- 2023 • Provide more detail on where data is stored (lines 308-330).
- 2024 • Confirm that we won't change where data is stored without your agreement  
2025 (lines 309-311).
- 2026 • Reference the Privacy Policy for a fuller explanation of what data is covered  
2027 by this data processing agreement (line 345).
- 2028 • Confirm that we will get your *written* consent before changing our sub-  
2029 processors (line 363).
- 2030 • Confirm that we will tell you if we become aware of a breach (line 375, line  
2031 527, lines 578-582).
- 2032 • Suggest careful consideration of the lawful basis for adding data to Tapestry  
2033 (lines 384-387).
- 2034 • Expand on the implications of the right to be informed (lines 439-451).
- 2035 • Clarify we don't license your data (line 469).
- 2036 • Clarify who can tell you to restrict processing of data (it isn't us) (line  
2037 474).
- 2038 • Clarify who can instruct us (lines 480-493).
- 2039 • Confirm that we use sub-processors in a way that is compliant with data  
2040 protection law and point to the Annex for a description of how we will  
2041 seek your agreement if we wish to change them. (lines 505-507).
- 2042 • Clarify that we will help you to 'lock-down' your account if you suspect a  
2043 breach (line 531-534).
- 2044 • Clarify that you have to notify the data protection regulator in the case of  
2045 a breach (line 539).
- 2046 • Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- 2047 • Clarify that we may partially or entirely lock down your account if we  
2048 suspect a breach (lines 583-587).
- 2049 • Add a FAQ on Brexit (lines 601-605).

**2050 Annex B: Tapestry Security**

- 2051 • Add VAT number (line 637)
- 2052 • Confirm that when data is deleted from our backups, it is no longer  
2053 recoverable by us (line 714).

- 2054 • Add a reminder about what to do if you suspect a password or email  
2055 account has been compromised (lines 795-803).
- 2056 • Clarify when and how we might store data on our local devices (lines  
2057 824-829).
- 2058 • Provide more detail on what our penetration tests cover (lines 906-912).
- 2059 • Confirm that we are insured (lines 969-972).
- 2060 • Make our TLS 1.0 support more obvious (lines 987-991).
- 2061 • Clarify that you can't force password changes every X days (lines 1078-  
2062 1083).
- 2063 • Confirm we have differentiated data access policies (lines 1095-1101).

#### 2064 **Annex C: Tapestry Privacy**

- 2065 • Clarify that the Data Controller will need to add more information to fulfil  
2066 a subject's right to be informed (lines 1106-1113, lines 1153-1154).
- 2067 • Give examples of who 'you' might be (lines 1120-1121).
- 2068 • Clarify that we may contact 'managers' registered with Tapestry using the  
2069 contact details they have entered if we have a question or concern about  
2070 the associated Tapestry account (lines 1165-1167).
- 2071 • Clarify we also collect your IP address if you use our phone or tablet app  
2072 (line 1182).
- 2073 • Confirm that we do not share data about your computer or tablet (line  
2074 1193).
- 2075 • Clarify that the Data Controller will need to provide the lawful basis (line  
2076 1194-1197).
- 2077 • Remove troublesome reference to who owns data: keeping the fact that we  
2078 don't, but not claiming that you do (line 1199-1200).

#### 2079 **Annex D: Tapestry Sub-processors**

- 2080 • Confirm that they are under a written contract with us (line 1266).
- 2081 • Confirm that we use them in a way that is consistent with this contract,  
2082 and give examples in relation to common questions. (lines 1271-1279).
- 2083 • Remove references to sub-processors we have now eliminated (line 1288).
- 2084 • Explain how we will seek your written consent if we need to add or change  
2085 sub-processors (lines 1290-1299).

#### 2086 **Annex E: Billing and support data**

- 2087 • Explicitly state our lawful basis for processing data (line 1322).
- 2088 • Remove reference to United Hosting - we no longer use them (line 1330).
- 2089 • Clarify that we would share data relating to an account with other repre-  
2090 sentatives of that account. (lines 1334-1339).
- 2091 • Clarify that we do use your data to improve our service (line 1341).

2092 **Annex F: Use of our discussion forum**

- 2093     • Explicitly state our lawful basis for processing data (line 1405).

2094 **2018 January 5 (First draft)**

- 2095     • First public draft of new, more detailed, contract.