

Contract for the Tapestry Online Learning Journal

The Foundation Stage Forum Ltd

12 September 2022

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195 **A note on this contract**

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

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

201 The main change is to how we tell you who our sub processors are and what we
202 do when we update them.

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

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

205 The EU has decided that UK data protection law is ‘adequate’. You can
206 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.
208

209 This should mean that you can continue to use Tapestry as you have always
210 done.

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

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

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

220 Your contract with us for the use of Tapestry

- 221 1. We are The Foundation Stage Forum Ltd, a company registered in England
222 with company number 05757213 and a registered address of WaterCourt,
223 65 High Street, Lewes, England, BN7 1XG, UK.
- 224 2. You are a childminder, educator, nursery, school or similar educational
225 organisation.

226 What you get

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

233 What you do not get

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

244 Tapestry, our online learning journal

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

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

271 Our tutorials

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

274 Our Billing and Support System

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

280 Our Discussion Forum

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

284 Fees

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

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

302 Termination

- 303 23. You can stop using Tapestry at any time and ask us to return and / or
304 delete the data you have entered into Tapestry, but we will not refund any
305 fees that you have paid unless:
306
 - You are within the first month of your Tapestry subscription
 - We materially change this contract to your detriment
307 24. We may, after discussing the situation with you, stop providing you with
308 Tapestry if you:
309
 - misuse our systems or
 - create an unreasonable load on our systems or
 - cause us unreasonable costs or
 - abuse our staff or
 - breach this contract.
310
311
312
313
314

315 Changes and disputes

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

336 **Annex A: Tapestry Data Protection**

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

340 You are a childminder, educator, nursery, school or similar educational organisa-
341 tion.

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

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

347 This annex should be read in conjunction with our overall contract and, in
348 particular, Annex B which explains our approach to security and Annex D which
349 includes a link to a list of our sub processors.

350 **The legally required terms in a Data Processing Agreement** 351 **or Contract**

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

356 To help you find them:

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

371 **Our jurisdiction**

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

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

376 **Where is data stored?**

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

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

379 Our offsite backups are stored in Germany.

380 Our office is in the UK.

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

384 To provide a little more detail:

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

organisation, you should consider your policies for allowing staff to log into Tapestry if they are outside the EU or UK.

- The contents of ‘Push Notifications’ to iOS, Android and Amazon apps will go via Apple, Google or Amazon servers respectively which may be outside the UK and EU. This only happens if ALL of the following are true: 1) ‘Allow Push Notifications’ is enabled in the Tapestry Control Panel; 2) ‘Include names in push notifications’ is enabled in the Tapestry Control Panel; 3) A person is using a version of our app that supports push notifications; 4) The person using our app enables push notifications for that device; 5) The person using our app consents to names being included in our push notifications.

What data is placed into Tapestry?

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

In summary:

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

Who is responsible for what?

The first thing to agree is that:

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

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

You must:

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

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

We must:

- Only process data on your instructions.
- Ensure that people we use to process your data are subject to a duty of confidence.
- Take appropriate measures to ensure the security of our processing.
- Only engage sub-processors who we have a written contract with, ensuring they are compliant with UK data protection law (see Annex D).
- Assist you in providing subject access and allowing data subjects to exercise their rights under data protection law.
- Assist you in meeting your legal data protection obligations in relation to:
 - the security of processing.
 - the notification of personal data breaches.
 - data protection impact assessments.
- Delete or return all personal data to you as requested at the end of the contract.
- Submit to your audits and inspections.
- Provide you with the information to meet your legal obligations.
- Tell you if we become aware of a data breach
- Tell you immediately if we are asked to do something infringing data protection law.

What we expect of you

You must have a lawful basis for putting data into Tapestry

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

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

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

You must use Tapestry in a way that is compliant with data protection law

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

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

516 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/)
517 [of-the-gdpr/principles/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)

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

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

525 **You must respond to data protection requests**

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

- 529 1. The right to be informed
- 530 2. The right of access
- 531 3. The right to rectification
- 532 4. The right to erasure

- 533 5. The right to restrict processing
- 534 6. The right to data portability
- 535 7. The right to object
- 536 8. Rights in relation to automated decision making and profiling

537 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/)
538 [of-the-gdpr/individuals-rights/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)

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

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

543 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/)
544 [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/)
545 [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/).

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

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

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

- 555 1. Contact you
- 556 2. Verify that instructions we receive come from you

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

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

566 **What you can expect of us**

567 **We will only process data on your written instructions**

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

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

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

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

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

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

- 588 • Someone who we have verified is registered on the relevant Tapestry account
589 with the status of a 'manager'.
- 590 • Someone who we have verified is an appropriate representative of the
591 account owner (e.g., the head of a school, or the director or manager of a
592 nursery).

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

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

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

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

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

- 609 • Repeating your instructions by email,
- 610 • Repeating your instructions in a letter to us.

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

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

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

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

634 Our staff who process your data are:

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

638 **We will take appropriate measures to ensure the security of our**
639 **processing**

640 The measures we take are described in Annex B.

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

643 **We will engage sub-processors only if we have a written contract with**
644 **them, ensuring they are compliant with UK data protection law.**

645 We use sub-processors in a way that is compliant with UK and EU data protection
646 law. Our sub-processors, what they do, and our process for seeking your

agreement to any changes are described in Annex D.

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

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

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

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

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

We will assist you in meeting your legal data protection obligations

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

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

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

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

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

If there is a personal data breach, we will:

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

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

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

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

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

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

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

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

701 At the end of the contract our standard practice is to delete your data from
702 our systems after 90 days. The data will be deleted from our backup systems
703 90 days after it is deleted from our systems. We are happy to delete your data
704 sooner if you ask us to.

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

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

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

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

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

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

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

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

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

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

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

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

733 **We will tell you immediately if we are asked to do something infringing**
734 **data protection law**

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

738 **If something goes wrong**

739 **Complaints**

740 If you have a complaint, then please contact us at customer.service@eyfs.info.

741 **Our Data Protection Officer**

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

744 Lauren Foley dpo@eyfs.info WaterCourt 65 High Street Lewes England BN7
745 1XG UK

746 **Frequently Asked Questions**

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

Version: master

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

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

754 **Annex B: Tapestry Security**

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

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

763 **Security Responsibilities**

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

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

770 **Who are we?**

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

776 **The Foundation Stage Forum Ltd**

777 The Foundation Stage Forum Ltd is a VAT registered, private UK limited
778 company.

779 Our company number is 05757213.

780 Our registered office is at:

781 **WaterCourt**
782 **65 High Street**
783 **Lewes**
784 **England**
785 **BN7 1XG**

786 Our VAT registration number is 932933317.

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

789 Our contracts are under English law.

790 We have two directors: Helen and Stephen Edwards.

791 **Director: Stephen Edwards MSc**

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

799 Steve is the board member responsible for security.

800 **Director: Helen Edwards DPhil**

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

805 **Data Protection Officer: Lauren Foley**

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

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

810 **Data Protection Law**

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

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

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

818 We will not access your data without your permission.

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

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

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

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

831 Access to data

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

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

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

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

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

846 Deleting data when it is no longer needed

847 You can modify and delete the data you enter.

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

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

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

860 Data will remain in our backups for 90 further days. Backups are only accessible
861 by a subset of our staff who are authorised to recover data and, like all our staff,
862 vetted and bound by a strict confidentiality requirement. As with all your data,
863 we will only access backup data in cases that you'd expect: if you explicitly ask
864 us to in order to check or restore something, or if something goes wrong with
865 the main copy of your data that requires restoring from backup.

866 Once those 90 days have passed, the data will automatically be permanently
867 deleted. At this point it will no longer be recoverable.

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.
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. 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 **nents 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.

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](https://www.ncsc.gov.uk/guidance/systems-administration-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@eyfs.info)
1268 [s.info](mailto:customer.service@eyfs.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:](https://ico.org.uk/for-the-public/)
1335 [//ico.org.uk/for-the-public/](https://ico.org.uk/for-the-public/). If you want to exercise those rights, please contact
1336 the customer who is storing data in Tapestry in the first instance (e.g., the school
1337 or nursery). If they want help in carrying out your request, they can contact us.

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 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.

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

1492 Not all parts of Tapestry are run in-house. Below is a link to a list of the
1493 sub-contractors that we use to process some of your data. They are under a
1494 written contract 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 You can find our full list of sub-processors on our 'Tapestry Sub Processors' page
1509 on our information site: <https://tapestry.info/tapestry-sub-processors.html>

1510 By signing this contract you consent to our use of them.

1511 **Changes to sub-processors**

1512 We may, occasionally, need to add or change the sub-contractors we use to
1513 process some of your data.

1514 If we do, then UK and EU data protection law requires us to tell you and to
1515 obtain your agreement.

1516 We've included a link to the list of sub-processors we use. If we change them we
1517 will alert you to this via a notification within Tapestry, a banner on tapestryjournal.com, or an email.
1518

1519 **Annex E: Billing and support data**

- 1520 1. We are The Foundation Stage Forum Ltd, a company registered in England
1521 with company number 05757213 and a registered address of WaterCourt,
1522 65 High Street, Lewes, England, BN7 1XG, UK.
- 1523 2. You are a childminder, educator, nursery, school or similar educational
1524 organisation.
- 1525 3. This annex relates to data in our billing and support system. It does
1526 not relate to data placed in the Tapestry online learning journal (see
1527 Annex A) or to data placed in our discussion forums (see Annex F) or
1528 to support material, such as tutorials, videos and descriptions of our
1529 product that are hosted on our websites (see the sites' individual privacy
1530 policies, for example <https://tapestry.info/privacy-policy.html> and
1531 <https://eyfs.info/privacy.html/>)

1532 **What data do we collect?**

- 1533 4. We collect the following information about people who contact us by email
1534 or through our support ticket system:
 - 1535 • The person's email address and the contents of the email
- 1536 5. If you contact us by telephone, post or face-to-face we may also keep notes
1537 of those interactions.
- 1538 6. We store:
 - 1539 • Your name, email address, telephone number and postal address
 - 1540 • The name, email address and telephone numbers of anyone you tell us who
1541 administers or pays for your account with us.
- 1542 6. Credit card payment information is given directly to a payment service
1543 provider. We do not hold any credit card information ourselves.

1544 **Why do you need this data?**

- 1545 7. Our lawful basis for collecting this data under EU and UK data protection
1546 law is 'contract'. We need this data to:
 - 1547 • Charge you for our service.
 - 1548 • Respond to questions or problems raised by you about our service.
 - 1549 • Contact you if we have questions about your account.
 - 1550 • Decide what changes to make to our service.

1551 **Who do you share this data with?**

- 1552 8. We make use of subcontractors to provide our service to you and they
1553 may see some or all of this data. You can find a list of our sub pro-

1554 cessors on our ‘Tapestry Sub Processors’ page on our information site:
1555 <https://tapestry.info/tapestry-sub-processors.html>.

1556 9. If you contact us in relation to a particular Tapestry account then we may
1557 share that data with other people who we believe represent the organisation
1558 that owns that account. For example, if a teacher contacted us to instruct
1559 us to permanently delete a particular child’s data, and then the head of the
1560 school later contacted us to ask why a child had been deleted, we would
1561 share the instruction from the teacher with the head.

1562 10. We do not use or share your data for any reason other than to provide or
1563 improve our service. For the avoidance of doubt: we do not sell your data.

1564 **Where is the data stored?**

1565 11. Your data is stored within the EU and UK. Our processing is carried out
1566 within the EU or UK.

1567 **How long do you keep this data?**

1568 12. We keep your data for up to 7 years. We keep data this long in case it is
1569 required in an audit and to help us decide what changes to make to our
1570 service.

1571 **How do I exercise my rights under data protection law?**

1572 13. We are the data controller of this data.

1573 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
1574 data.
1575

1576 15. To exercise those rights, contact us at customer.service@eyfs.info.
1577

1578 16. If you are in the EU, your rights under the GDPR are similar and can be
1579 exercised in the same way.

1580 17. We also have a Data Protection Officer, Lauren Foley, who can be reached
1581 at dpo@eyfs.info.

1582 18. Our lead supervisory authority for data protection is the UK Information
1583 Commissioner’s Office (<https://ico.org.uk>).

1584 **Annex F: Use of our discussion forum**

- 1585 1. We are The Foundation Stage Forum Ltd, a company registered in England
1586 with company number 05757213 and a registered address of WaterCourt,
1587 65 High Street, Lewes, England, BN7 1XG, UK.
- 1588 2. You are a childminder, educator, nursery, school or similar educational
1589 organisation.
- 1590 3. We have a discussion forum (<https://eyfs.info>) that you may use to
1591 discuss issues facing childminders, educators, nurseries, schools or similar
1592 educational organisations.

1593 **Liability**

- 1594 4. We do not vouch for the accuracy, completeness or usefulness of any
1595 material on the forum. Use it at your own risk.
- 1596 5. The material expresses the views of the author of the material, and not
1597 necessarily our views.
- 1598 6. If you feel any material on the forum is objectionable, please contact us
1599 immediately at customer.service@eyfs.info.

1600 **Content and ownership of your messages**

- 1601 7. Don't post anything we won't like.
 - 1602 • We like professional discussion of the issues facing childminders, edu-
1603 cators, nurseries, schools or similar educational organisations.
 - 1604 • We don't like things that are unkind, illegal, lies, use language you
1605 wouldn't want children to hear, or are shameless advertising.
- 1606 8. Don't post anything that you don't have permission to post. For instance,
1607 if you didn't write the material you are posting, make sure you have the
1608 permission of the person who wrote it *before* you post it.
- 1609 9. On shameless advertising: Occasionally during the course of a discussion it
1610 may be appropriate for a you to mention a product or service with which
1611 you are involved if it helps the discussion and doesn't annoy anyone. We
1612 will use our discretion in those cases.
- 1613 10. If we don't like what you post, or fear you may not have permission to
1614 post it, we will remove it.
- 1615 11. If we keep having to remove your material, or if we *really* don't like it, we
1616 will bar you from the forum.
- 1617 12. When you post material, you retain copyright but grant us the right to
1618 use the material:
 - 1619 • without payment,
 - 1620 • in any way we choose,

- 1621 • anywhere in the world,
 - 1622 • forever.
- 1623 13. If we use your material, we will try to attribute it to you.
- 1624 14. If you wish to copy material posted by someone else, please contact us or
- 1625 the person who posted for permission.

1626 Privacy and Data Protection

- 1627 15. We store any data that you submit to us, plus your IP address, details
- 1628 about your browser and computer and which pages on our site you view.
- 1629 16. Our lawful basis for storing and using the data is ‘contract’. We store and
- 1630 process this data in order to:
- 1631 • provide a discussion forum,
 - 1632 • monitor abuse,
 - 1633 • fix bugs
 - 1634 • and to improve our service.
- 1635 17. Your data is stored within the EU or the UK. Our processing is carried
- 1636 out within the EU or the UK. Our forum is accessible from outside of the
- 1637 EU and the UK, so material you post may be viewed from outside of the
- 1638 EU and the UK.
- 1639 18. Your forum account will lapse once your Tapestry subscription lapses or,
- 1640 if you have a separate forum subscription directly or through your local
- 1641 authority, once that subscription lapses.
- 1642 19. When your forum account lapses you will no longer be able to log into the
- 1643 forum or post material to the forum. At our discretion, the material you
- 1644 have posted may remain on the forum.
- 1645 20. When your forum account has lapsed we will only use the personal infor-
- 1646 mation that you have provided us to:
- 1647 • help you re-activate your forum account if you later wish to re-
 - 1648 subscribe
 - 1649 • keep track of who posted what material in case we need to attribute
 - 1650 it to you or in case we need to verify that you had permission to post
 - 1651 the material.
- 1652 21. We will delete the personal information that you have provided us at most
- 1653 7 years after your forum account has lapsed. At our discretion, the material
- 1654 you have posted may remain on the forum.
- 1655 22. We are the data controller for this data. To exercise your rights under UK
- 1656 or EU data protection law you can contact us at customer.service@eyfs.info.
- 1657 23. We have a Data Protection Officer, Lauren Foley, who can be reached at
- 1658 dpo@eyfs.info.

- 1659 24. Our lead supervisory authority for data protection is the UK Information
1660 Commissioner's Office (<https://ico.org.uk>).

1661 **Annex G: Standard Contractual Clauses for EU**
1662 **customers**

1663 This Annex was for customers in the EEA if the EU did not decide UK data
1664 protection laws were ‘adequate’.

1665 Fortunately, the EU *has* decided the UK laws are adequate and so this section
1666 has been deleted.

1667 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 and we are very happy to answer your questions.

Annex H: Age appropriate design for UK customer who allow children to log into Tapestry

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

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

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

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

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

Standard 1: Best interests of the child

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

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

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

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

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

Standard 2: Data protection impact assessments

See the ICO webpage ‘2. Data protection impact assessments’ for more information.

1705 We cannot carry out a data protection impact assessment because only you have
1706 all the required information about how you will use Tapestry. We do not know
1707 exactly what categories of data you will add, your legal basis for adding them,
1708 who you will share data with, or when you will delete it.

1709 You need to answer those questions as part of a data protection impact assess-
1710 ment.

1711 We provide the information you need from us in our contract with you. If the
1712 contract is missing something, please ask us and we will do our best to answer,
1713 though we may have to charge our costs in doing so.

1714 **Standard 3: Age appropriate application**

1715 See the ICO webpage ‘3. Age appropriate application’ for more information.

1716 We have designed the feature for older primary pupils. We have set the feature
1717 to be off by default.

1718 You need to judge whether the feature is appropriate to an individual child’s
1719 age, abilities and understanding before enabling the feature for the child.

1720 If there is some aspect of the feature that you do not think is appropriate to the
1721 age group, please do get in touch with us.

1722 **Standard 4: Transparency**

1723 See the ICO webpage ‘4. Transparency’ for more information.

1724 We have written a short ‘your data’ page that children can access from within
1725 Tapestry that explains that the work they do in Tapestry will be shared with you,
1726 and that you might share it with others. It also explains their data protection
1727 rights and suggests they speak with you or their parent.

1728 You will need to be ready to provide the child (and potentially their parent)
1729 with extra detail from your data protection impact assessment about how you
1730 are using Tapestry to process their data.

1731 **Standard 5: Detrimental use of data**

1732 See the ICO webpage ‘5. Detrimental use of data’ for more information.

1733 We do not use children’s personal data in any way that has been shown to be
1734 detrimental to their wellbeing, or that goes against industry codes of practice,
1735 other regulatory provisions, or Government advice.

1736 To be clear, we do not use data for marketing, broadcasting, in the press, in
1737 online games, or to offer rewards.

1738 We do provide children with notifications. But those notifications are: 1. Only
1739 visible while a child is logged into Tapestry 2. Are not designed to encourage

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

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

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

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

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

Standard 6: Policies and community standards

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

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

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

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

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

Standard 7: Default settings

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

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

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

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

1775 **Standard 8: Data minimisation**

1776 See the ICO webpage ‘8. Data minimisation’ for more information.

1777 We have designed the feature to use the minimum of amount of personal data.
1778 We do not ask children to share any personal data – their name is all that is
1779 required and this will have been entered by you.

1780 You should think carefully about the tasks you set children to do with Tapestry
1781 to ensure the tasks do not accidentally lead or encourage children to share
1782 unnecessary personal data (including pictures and videos containing personal
1783 contact) and put policies in place to deal with the personal data if it should be
1784 shared unnecessarily.

1785 We provide the ability to delete data added by children. If you contact us, we
1786 can also accelerate the deletion of most data from our backup systems. However,
1787 if you have a complex request we may need to charge for our time.

1788 **Standard 9: Data sharing**

1789 See the ICO webpage ‘9. Data sharing’ for more information.

1790 We share what the child enters into Tapestry with you. You can choose to
1791 share it with others, such as the child’s relatives, other children or with a child’s
1792 subsequent school.

1793 You should develop a policy on who you share the data entered by a child with
1794 as part of your data protection impact assessment.

1795 **Standard 10: Geolocation**

1796 See the ICO webpage ‘10. Geolocation’ for more information.

1797 We do not use geolocation.

1798 **Standard 11: Parental controls**

1799 See the ICO webpage ‘11. Parental controls’ for more information.

1800 We have designed the feature so that the school is in charge of when and where
1801 children can use the feature while at school.

1802 We have also designed the feature so that the school can decide whether a child
1803 can log in at home and, if they have more than one relative on Tapestry, which
1804 relative’s accounts they can log in from.

1805 We have designed the feature so that, when at home, a relative must log into
1806 Tapestry first, before their child can then log in. The intention is that will place
1807 the child’s use of Tapestry under the control of the parent.

1808 You should decide whether you wish children to log into Tapestry at home and,
1809 if you do, which relatives’s accounts you wish to permit the child to log in from.

1810 **Standard 12: Profiling**

1811 See the ICO webpage ‘12. Profiling’ for more information.

1812 We do not carry out any profiling.

1813 You might use data a child adds to Tapestry to assess the child, which could
1814 construed as being a type of profiling. But this process is likely to involve your
1815 judgement rather than being purely automatic, so is unlikely to be considered
1816 profiling in this definition.

1817 **Standard 13: Nudge techniques**

1818 See the ICO webpage ‘13. Nudge techniques’ for more information.

1819 We do not use nudge techniques to lead or encourage children to provide unnec-
1820 essary personal data. We do not permit children to turn off privacy protections.

1821 You should think carefully about the tasks you set children to ensure they do
1822 not accidentally ‘nudge’ a child into sharing inappropriately.

1823 **Standard 14: Connected toys and devices**

1824 See the ICO webpage ‘14. Connected toys and devices’ for more information.

1825 We do not provide a connected toy or device.

1826 **Standard 15: Online tools**

1827 See the ICO webpage ‘15. Online tools’ for more information.

1828 We provide online tools in the Tapestry Control Panel to help you to respond to
1829 requests by, or on behalf of, children to express their data protection rights.

1830 We provide a page for children which explains to them and to their parents that
1831 they should get in touch with you to exercise their rights and to find out more
1832 about how you are using Tapestry.

1833 We have designed the feature so that teachers (when at school) and relatives
1834 (when at home) decide when and where a child can log in. We hope this will
1835 allow teachers and relatives to monitor the children and respond to any concerns
1836 they have.

1837 You should ensure you have procedures in place to respond to requests to exercise
1838 data protection rights.

1839 You should also think about how you will monitor children’s use of Tapestry
1840 and how you might respond to any concerns the children have.

1841 Changes to this contract

1842 Below is a list of material changes to this document. If you spot a change that
1843 should be in this list, please let us know.

1844 This version of the contract (2022 September 12)

- 1845 • (Annex D and E) Replaces the list of our sub processors for Tapestry and
1846 our billing and support system with a link to a page on our website listing
1847 them.
- 1848 • (Annex D) Change to the process for updating them – instead of issuing
1849 a new contract when we update them, we will update the linked to web
1850 page and alert you to the change.
- 1851 • (Annex B) Clarifying who can access our backups and when we would
1852 access them.

1853 2021 September 30

- 1854 • Annex H (lines 1686 to 1703) Update to clarify that the UK Information
1855 Commissioner’s ‘Age Appropriate Design Code of Practice for Online
1856 Services’ is “not a new law but it sets standards and explains how the
1857 General Data Protection Regulation applies in the context of children using
1858 digital services” and that the UK ICO only “encourage[s] schools to aspire
1859 to meet the code’s 15 standards as a matter of general good practice” but
1860 is firmer that other organisations must comply.

1861 2021 September 2

- 1862 • Overview: (line 336) Remove mention of dispute resolution clauses in
1863 Annex G, since those are no longer required. (line 265) Mention the new
1864 Annex H on age appropriate design
- 1865 • Annex A: (lines 380-385) Remove mention of standard contractual clauses
1866 for EU customers in Annex G, since those are no longer required.
- 1867 • Annex B: (line 948) Update relevant sections now children may be given
1868 access. (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled.
1869 (lines 1283 to 1319) Add an FAQ about how long it might take us to restore
1870 service if a disaster hit
- 1871 • Annex C: (lines 1359 to 1380) Mention that children can now enter data
1872 in the section on the data we collect. (line 1392) Make it clear that staff
1873 only receive a newsletter about Tapestry if they choose it.
- 1874 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU
1875 customers are no longer required.
- 1876 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design
1877 for customers in the UK who allow children to log in and therefore need
1878 to comply with the Information Commissioner’s Office ‘Age Appropriate
1879 Design Code of Practice for Online Services.’

2020 May 26

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

- The non-contractual note on Brexit: Updated to reflect that we are now in a transition period.
- Everywhere: Clarify usages of UK and EU now that the UK is no longer part of the EU.
- Everywhere: Fix spelling and typos
- Overview: Update registered address of The Foundation Stage Forum Ltd (line 240). Clarify that eyfs.info is not just a forum, it has education resources as well (line 250). Clarify the wording again to try and make it clearer who can claim from whom if it turns out that one party is not responsible for a data protection breach but the other is (line 341). Clarify that, for EU customers, parts of the contract may not be under UK law (line 344).
- Annex A: Update registered address of The Foundation Stage Forum Ltd (line 358). Make the Annex consistent with the Overview: the contract is under English law (line 398). Include our ICO registration number (line 400). Refer to the 'Standard Contractual Clauses' for EU customers (line 402). Clarify that when answering a support ticket requires us to view your data, that data will be viewed in the UK (which is now outside of the EU) (line 422). Clarify that if you upload material to Tapestry, you are responsible for making sure you can do so legally (for instance, you are responsible for making sure you haven't breached copyright in the material you upload) (line 549). Clarify where in the document you can find help when carrying out a Data Protection Impact Assessment (line 718). Update the Brexit FAQ (line 779).
- Annex B: Update registered address of The Foundation Stage Forum Ltd (line 811). Make the Annex consistent with the Overview: the contract is under English law (line 819). Update the section on encryption to include guidance on how to stay safe and to include the forthcoming changes to our certificate (line 1044 onwards).
- Annex C: Update registered address of The Foundation Stage Forum Ltd (line 1306). Refer to new functions that customers could be using (line 1344).
- Annex E: Fix numbering. Update registered address of The Foundation Stage Forum Ltd (line 1515). Point out where the other privacy police are (line 1523). Note change of payment processor from SagePay to Global Payments (this is for payment data where The Foundation Stage Forum Ltd is the Data Controller) (line 1549).
- Annex F: Update registered address of The Foundation Stage Forum Ltd (line 1581).
- Annex G: A new annex containing the EU Standard Contractual Clauses from decision 2010/87/EU for customers who are in the EU (line 1656)

1924 onwards).

1925 **2019 April 18**

1926 Line numbers mentioned in this section are the line numbers marked on the PDF
1927 copy of the 2019 April 18 version of this contract.

- 1928 • Overview: Clause 26 make it clear that there would not be a limit to
1929 liability if you or we need to claim back the compensation we have paid
1930 under a breach of data protection law (line 307).
- 1931 • Annex A: Tapestry Data Protection: Explain that if, and only if, push
1932 notifications are enabled by you and the end user of the app, then sometimes
1933 the contents of the notification might go outside of the EU on its way to
1934 the company that makes the end user's phone or tablet operating system
1935 (line 389).
- 1936 • Annex A: Tapestry Data Protection: Mention that, if you use the new
1937 Register functionality, you might be storing data about a child's attendance
1938 (line 407).
- 1939 • Annex A: Tapestry Data Protection: Fix a typo "Repeating your in a
1940 letter to us." should be : "Repeating your instruction in a letter to us"
1941 (line 580).
- 1942 • Annex B: Tapestry Security: Take out reference to when the last pene-
1943 tration test was, this becomes out of date too quickly. Add in how to get
1944 hold of the summary of the test and to contact us for when the last test
1945 took place and when the next one is scheduled (line 1022).
- 1946 • Annex C: Tapestry Privacy: Mention that, if the customer uses the forth-
1947 coming Register functionality, they might be storing data about a child's
1948 attendance (line 1258).
- 1949 • Annex D: Tapestry Subprocessors: We have added Apple, Google and
1950 Amazon as our forthcoming apps will offer push notifications and those
1951 notifications go via the maker of the phone or tablet's operating system.
1952 Because we are the Data Processor for this data, you need to consent to
1953 using these sub-processors. You can provide your consent by enabling push
1954 notifications in your Tapestry Control panel. If you do not provide consent
1955 the only functionality that will be missing is push notifications (line 1402).
- 1956 • Annex E: Billing and Support Data: We have changed our email provider
1957 from Fastmail to Zoho Mail. Because we are the Data Controller for this,
1958 consent is not formally required from you to make this change (line 1453).

1959 **2018 May 1**

1960 Line numbers mentioned in this section are the line numbers marked on the PDF
1961 copy of the 2018 May 1 version of this contract.

1962 **Tapestry Data Protection**

- 1963 • Add a section pointing out where to find in this contract the standard
- 1964 terms required in a data processing agreement (lines 303-323)
- 1965 • Attempt to clarify the wording describing that viewing Tapestry from
- 1966 outside the EU means data will be transferred outside the EU to get to
- 1967 you (lines 351-358)
- 1968 • Rephrase “What data is placed into Tapestry?” to more closely match the
- 1969 language of subject matter, nature and purpose, etc. that is used in data
- 1970 protection legislation (lines 360-375)
- 1971 • Remove Bursar from the list of examples of who can instruct us (line 520).
- 1972 • Confirm that if someone who isn’t authorised tries to instruct us to do
- 1973 something, we will tell you about it. (lines 525-526)
- 1974 • Clarify what ‘written’ instruction means (lines 530-540)
- 1975 • Added a section “Instructions we do and don’t accept” (lines 541-562).
- 1976 • Confirm that our staff who process data are appropriately trained in data
- 1977 protection (line 568).
- 1978 • The tools to allow download of user’s data are now available (line 581).
- 1979 • Remove section “[NOT YET IMPLEMENTED We do provide some ex-
- 1980 ample documents on risks that you can customise when carrying out your
- 1981 own assessments.]” – we have provided some guidance in our forum, but
- 1982 not yet example documents (line 617).

1983 **Tapestry Security**

- 1984 • Remove the word ‘reset’ from links (line 847).
- 1985 • Clarify the wording that confirms connections between the Tapestry apps
- 1986 and our servers are encrypted (line 938).
- 1987 • Change email to reach for keeping in touch about security. In urgent cases
- 1988 we would call if we have appropriate contact details (line 1013).

1989 **Tapestry Privacy**

- 1990 • Remove the word ‘usually’. Our customers are always the data controllers
- 1991 (line 1176)

1992 **Tapestry Sub Processor**

- 1993 • Remove the reference to Crashlytics, the forthcoming versions of the
- 1994 Tapestry apps will no longer use this sub-processor (line 1153).

1995 **2018 March 12 (Second Draft)**

1996 Line numbers mentioned in this section are the line numbers marked on the PDF
 1997 copy of the 2018 March 12 draft.

1998 Across all sections

- 1999 • Fixed typos and improved some wording.
- 2000 • Adjust numbering that occurs because of other changes.
- 2001 • Make links to emails and websites clickable.

2002 A note on this draft

- 2003 • Mention the list of changes (line 163).
- 2004 • Fix dates (line 174).

2005 Overview

- 2006 • Clarify that we do sometimes call people back, and offer paid-for telephone support sessions (lines 189-192).
- 2007 • State explicitly that we are GDPR compliant and this contract contains the required clauses (lines 212-215).
- 2008 • State that the limit on liability is reciprocal (lines 268-269)
- 2009 • Clarify that some liabilities are set in law and we aren't attempting to override them (line 268). In particular, in relation to liabilities from breaches in data protection law (lines 270-275).
- 2010
- 2011
- 2012
- 2013

2014 Annex A: Tapestry Data Protection

- 2015 • Provide more detail on where data is stored (lines 308-330).
- 2016 • Confirm that we won't change where data is stored without your agreement (lines 309-311).
- 2017 • Reference the Privacy Policy for a fuller explanation of what data is covered by this data processing agreement (line 345).
- 2018 • Confirm that we will get your *written* consent before changing our sub-processors (line 363).
- 2019 • Confirm that we will tell you if we become aware of a breach (line 375, line 527, lines 578-582).
- 2020 • Suggest careful consideration of the lawful basis for adding data to Tapestry (lines 384-387).
- 2021 • Expand on the implications of the right to be informed (lines 439-451).
- 2022 • Clarify we don't license your data (line 469).
- 2023 • Clarify who can tell you to restrict processing of data (it isn't us) (line 474).
- 2024 • Clarify who can instruct us (lines 480-493).
- 2025 • Confirm that we use sub-processors in a way that is compliant with data protection law and point to the Annex for a description of how we will seek your agreement if we wish to change them. (lines 505-507).
- 2026 • Clarify that we will help you to 'lock-down' your account if you suspect a breach (line 531-534).
- 2027 • Clarify that you have to notify the data protection regulator in the case of a breach (line 539).
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- Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- Clarify that we may partially or entirely lock down your account if we suspect a breach (lines 583-587).
- Add a FAQ on Brexit (lines 601-605).

Annex B: Tapestry Security

- Add VAT number (line 637)
- Confirm that when data is deleted from our backups, it is no longer recoverable by us (line 714).
- Add a reminder about what to do if you suspect a password or email account has been compromised (lines 795-803).
- Clarify when and how we might store data on our local devices (lines 824-829).
- Provide more detail on what our penetration tests cover (lines 906-912).
- Confirm that we are insured (lines 969-972).
- Make our TLS 1.0 support more obvious (lines 987-991).
- Clarify that you can't force password changes every X days (lines 1078-1083).
- Confirm we have differentiated data access policies (lines 1095-1101).

Annex C: Tapestry Privacy

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

Annex D: Tapestry Sub-processors

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

2078 **Annex E: Billing and support data**

- 2079 • Explicitly state our lawful basis for processing data (line 1322).
2080 • Remove reference to United Hosting - we no longer use them (line 1330).
2081 • Clarify that we would share data relating to an account with other repre-
2082 sentatives of that account. (lines 1334-1339).
2083 • Clarify that we do use your data to improve our service (line 1341).

2084 **Annex F: Use of our discussion forum**

- 2085 • Explicitly state our lawful basis for processing data (line 1405).

2086 **2018 January 5 (First draft)**

- 2087 • First public draft of new, more detailed, contract.