

1 Contract for the Tapestry Online Learning Journal

2 The Foundation Stage Forum Ltd

3 2 April 2024

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196 **A note on this contract**

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

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

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

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

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

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

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 be-
216 tween the EU and the UK. If you haven’t already, it is worth taking the time to un-
217 derstand your and our responsibilities in the law. A good starting point is the UK
218 Information Commissioner’s Office [https://ico.org.uk/for-organisations/guide-
219 to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/).

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
 - 307 • We materially change this contract to your detriment
- 308 24. We may, after discussing the situation with you, stop providing you with
309 Tapestry if you:
- 310 • misuse our systems or
 - 311 • create an unreasonable load on our systems or
 - 312 • cause us unreasonable costs or
 - 313 • abuse our staff or
 - 314 • breach this contract.

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 Com-
374 missioner'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 log into Tapestry when you are outside the EU or the UK,
393 the data obviously has to be transferred outside of the EU and UK
394 to get to you. This is unlikely to be a concern if you are a non-EU
395 school or nursery because you won't be storing data about people who
396 are in the EU. It is also unlikely to be a concern if it only happens
397 every now and again and only concerns a few children (i.e., a parent
398 logs in while on holiday). However, if you are an EU or UK based
399 organisation, you should consider your policies for allowing staff to
400 log into Tapestry if they are outside the EU or UK.
 - 401 – The contents of 'Push Notifications' to iOS, Android and Amazon
402 apps will go via Apple, Google or Amazon servers respectively which
403 may be outside the UK and EU. This only happens if ALL of the
404 following are true: 1) 'Allow Push Notifications' is enabled in the
405 Tapestry Control Panel; 2) 'Include names in push notifications' is
406 enabled in the Tapestry Control Panel; 3) A person is using a version
407 of our app that supports push notifications; 4) The person using our
408 app enables push notifications for that device; 5) The person using
409 our app consents to names being included in our push notifications.
 - 410 – If you contact us to ask for support, and providing that support
411 requires us to look at some of your data.
 - 412 – If we need to in order to diagnose or fix a bug and to know which
413 staff members on your account to contact about it.

414 – If we need to in order to otherwise improve the service.

415 The last 3 points are subject to strict safeguards. Some of these safeguards are:
416 data is stored and processed only in the UK; only trained and vetted staff do it;
417 we only store it on encrypted secure machines; the data is protected by multi
418 factor authentication and remains encrypted in transit; we use only statistical
419 data where possible; when we have to look at non-statistical data, we look at
420 the minimum amount possible; we delete it as soon as possible.

421 **What data is placed into Tapestry?**

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

425 In summary:

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

439 **Who is responsible for what?**

440 The first thing to agree is that:

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

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

446 You must:

- 447 • Have a lawful basis for entering data into Tapestry.
- 448 • Use Tapestry in a way that is compliant with data protection law.
- 449 • Respond to data protection requests.
- 450 • Keep your contact details on Tapestry up to date.

451 We must:

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

471 What we expect of you

472 You must have a lawful basis for putting data into Tapestry

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

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

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

484 You must use Tapestry in a way that is compliant with data protection 485 law

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

- 488 1. Processed lawfully, fairly and in a transparent manner in relation to
489 individuals.
- 490 2. Collected for specified, explicit and legitimate purposes and not further
491 processed in a manner that is incompatible with those purposes; further

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

513 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/)
514 [of-the-gdpr/principles/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)

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

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

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

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

- 526 1. The right to be informed
- 527 2. The right of access
- 528 3. The right to rectification
- 529 4. The right to erasure
- 530 5. The right to restrict processing
- 531 6. The right to data portability
- 532 7. The right to object
- 533 8. Rights in relation to automated decision making and profiling

534 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/)
535 [of-the-gdpr/individuals-rights/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)

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

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

540 The UK Information Commissioner’s Office has advice on this: [https://ico.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/)
541 [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/).

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

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

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

- 552 1. Contact you
- 553 2. Verify that instructions we receive come from you

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

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

563 **What you can expect of us**

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

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

567 To be absolutely clear: we don’t license or claim ownership of your data; we
568 don’t sell your data; we don’t use your data for advertising; we don’t pass on
569 your data except when you instruct us to.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

631 Our staff who process your data are:

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

635 **We will take appropriate measures to ensure the security of our**
636 **processing**

637 The measures we take are described in Annex B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

698 At the end of the contract our standard practice is to delete your data from
699 our systems after 90 days. The data will be deleted from our backup systems
700 90 days after it is deleted from our systems. We are happy to delete your data
701 sooner if you ask us to.

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

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

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

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

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

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

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

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

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

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

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

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

730 **We will tell you immediately if we are asked to do something infringing 731 data protection law**

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

735 **If something goes wrong**

736 **Complaints**

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

738 **Our Data Protection Officer**

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

741 Lauren Foley dpo@eyfs.info WaterCourt 65 High Street Lewes England BN7
742 1XG UK

743 **Frequently Asked Questions**

744 **With regard to Brexit: will the data be hosted and backed 745 up in the UK once Brexit is finalised?**

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

751 **Annex B: Tapestry Security**

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

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

760 **Security Responsibilities**

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

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

767 **Who are we?**

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

773 **The Foundation Stage Forum Ltd**

774 The Foundation Stage Forum Ltd is a VAT registered, private UK limited
775 company.

776 Our company number is 05757213.

777 Our registered office is at:

778 **WaterCourt**
779 **65 High Street**
780 **Lewes**
781 **England**
782 **BN7 1XG**

783 Our VAT registration number is 932933317.

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

786 Our contracts are under English law.

787 We have two directors: Helen and Stephen Edwards.

788 **Director: Stephen Edwards MSc**

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

796 Steve is the board member responsible for security.

797 **Director: Helen Edwards DPhil**

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

802 **Data Protection Officer: Lauren Foley**

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

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

807 **Data Protection Law**

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

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

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

815 We will not access your data without your permission.

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

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

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

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

828 **Access to data**

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

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

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

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

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

843 **Deleting data when it is no longer needed**

844 You can modify and delete the data you enter.

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

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

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

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

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

865 **Organisational data security**

866 **Certification**

867 Our data centre, Amazon Web Services, has been independently certified as ISO
868 27001 compliant.

869 We are Cyber Essentials Certified.

870 **Staff**

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

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

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

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

882 **Procedures**

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

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

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

893 For instance, you should think about:

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

905 Passwords

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

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

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

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

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

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

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

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

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

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

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

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

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

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

966 **Technical data security**

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

971 Physical security

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

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

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

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

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

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

1000 If you were logged into Tapestry when your laptop or desktop was stolen and had
1001 been actively using it within the last hour, the person who stole the computer
1002 has a short time when they could use your account. Therefore it is important
1003 that you either log off when you leave a computer unattended, or ensure your
1004 computer automatically locks its screen when you leave it and requires a secure
1005 password to unlock.

1006 The iOS and Android/Amazon Fire Tapestry apps require PIN entry every time
1007 you open the app, or after each time your device screen goes blank. PINs are
1008 stored locally but encrypted. If users have enabled biometric authentication,
1009 emails, passwords, will also be stored and encrypted on the device. Some data
1010 will be temporarily stored (cached), but as users are required to enter correct
1011 login details before it can be seen, if the device is stolen, the person who stole

1012 it would not have significant access to Tapestry data without guessing your
1013 password or PIN.

1014 The devices may have copies of the pictures and videos that have been taken
1015 outside of the app. There is also a setting that allows copies of pictures and
1016 videos taken within the app to be stored in the device's picture gallery. However,
1017 by default this setting is disabled. If you download data (such as PDFs of
1018 journals) from Tapestry to your device, those are at risk.

1019 **Software security**

1020 We, together with AWS, ensure that the software running on our servers is up to
1021 date. We run regular automated tests and internal security reviews to examine
1022 the configuration and security of our servers.

1023 Similarly, we ensure that the devices we use to connect to Tapestry are up to
1024 date and free from viruses and compromising software.

1025 It is important that you take similar care with the devices you use to connect to
1026 Tapestry to ensure they are up to date and free from viruses or compromising
1027 software. If you give relatives access, please also encourage them to do the same.

1028 **Encryption**

1029 Connections between you and the Tapestry servers are encrypted.

1030 Connections between the Tapestry apps and our servers are similarly encrypted.

1031 Connections between our office computers and Tapestry are encrypted.

1032 Your data is encrypted at rest on our servers. This includes our backups of your
1033 data.

1034 It is important that you check that you are connected to the official Tapestry site
1035 before entering your password. The correct URL is <https://tapestryjournal.com>.
1036 We also have an old URL <https://eylj.org> that we keep running for users that
1037 have not updated their bookmarks or links. You should never enter your Tapestry
1038 password in any other site.

1039 There should *always* be a padlock or similar symbol to show that the connection
1040 to <https://tapestryjournal.com> is encrypted.

1041 It is important that, if your browser reports any security error, such as a
1042 certificate being invalid, you do not accept the situation and enter your password.
1043 It is likely to be a genuine security warning. Contact your IT support, or contact
1044 us.

1045 If anything at all makes you suspicious do not enter your password. Instead take
1046 a screenshot and contact your IT support or contact us.

1047 Please pass this on to people to who you give access: 1) Double check the URL
1048 2) Double check the security padlock 3) Do not enter your password if you get a
1049 browser warning or see anything suspicious: take a screenshot and contact us.

1050 Please note that from June 2020, Tapestry no longer uses Enhanced Validation
1051 Certification (EVC): it never offered any greater degree of technical protection
1052 (encryption is still performed at the same strength) and modern browsers no
1053 longer use it to offer a visible assurance that the service is being provided by a
1054 validated organisation (The Foundation Stage Forum Ltd).

1055 **Partitioning**

1056 Our network is partitioned to provide minimum access between our servers and
1057 the internet. In particular, our databases cannot directly access or be accessed
1058 from the internet, but only from specific servers. Only a handful of servers
1059 can be accessed from the internet, and only on specific ports and using specific
1060 protocols (e.g., no unencrypted connections are permitted). This reduces the
1061 likelihood that external hackers can gain access to our servers and then get data
1062 out.

1063 Our data is partitioned so that your data is held in a separate database from that
1064 of other accounts. This reduces the likelihood that a compromise in somebody
1065 else's account (because, for instance, they use an easily guessable password)
1066 would lead to a compromise of your data.

1067 Our software is partitioned so that it only has the minimum level of privileges
1068 to carry out whatever task it is currently doing. This reduces the likelihood
1069 that somebody who hacked into one part of our code could use it to compromise
1070 other areas.

1071 **Logging**

1072 We log activity on our system. Some of these logs are available to you in the
1073 Tapestry Control Panel. We retain more detailed logs to help diagnose and fix
1074 faults.

1075 **Verification (also known as Penetration Testing)**

1076 We employ independent firms to check that our systems are secure by attempting
1077 to hack or penetrate them. These firms are accredited by the relevant industry
1078 bodies.

1079 The penetration tests cover both the web and the app versions of Tapestry.

1080 The penetration tests include authenticated tests, where the testers are provided
1081 with login details to Tapestry accounts to check whether they can exploit those
1082 to see or extract data that should not be visible.

1083 If you have a legitimate interest in Tapestry (e.g., you are the account owner, a
1084 prospective customer or a parent) we are happy to provide a summary of what

1085 the independent testers found – please contact us at customer.service@eyfs.info.
1086 Please also get in touch if you want to find out when the last test took place or
1087 the next test is scheduled.

1088 We also regularly run automated security tests and carry out internal security
1089 reviews.

1090 **Capacity, Redundancy and Backups**

1091 Our system’s capacity scales to meet demand. We do not currently limit the
1092 number of users, or the amount of data that they store, we just add the required
1093 storage and servers to meet the demand, in most cases automatically.

1094 If a particular account is using our system excessively we may need to discuss
1095 the possibility of an increased subscription fee, but we have never yet had to do
1096 this.

1097 Our system is redundant and should survive the loss of any server or, indeed,
1098 the loss of a physical data centre. This means that we have at least two copies
1099 of each operational server and all data is stored in at least two locations.

1100 We also retain backups of all data in a different physical location (at the time
1101 of writing, the primary physical locations are in the Republic of Ireland, the
1102 backup physical locations are in Germany).

1103 These backups should be, at most, 24 hours old and we should have 90 days of
1104 backups.

1105 The backups are treated with the same care as the primary data (in particular,
1106 they are encrypted in transit and rest and stored in AWS facilities with the same
1107 physical security as described in the ‘physical security’ section above).

1108 Please note that backups are for disaster recovery. We will use them to restore
1109 your data should it become lost or corrupted on the live system. It is not designed
1110 for easy access to restore specific bits of data that you have deliberately deleted
1111 from the live system. If you ask us to retrieve specific bits of information from
1112 the backups, we will do so, but we may need to charge our costs.

1113 **Keeping in touch about security**

1114 If you suspect a security issue (e.g., you believe that passwords on your account
1115 may be compromised because, for instance, computers have been stolen) then
1116 email us at customer.service@eyfs.info. Please include a descriptive subject line
1117 in your email (i.e., don’t just say “Help!” but say “Help! Our computers have
1118 been stolen”).

1119 If we have a security concern about your account, we will try and reach the
1120 primary contact we have listed. This will initially be the person that set up the
1121 account. You can change this using the Control Panel within Tapestry (Settings
1122 > Contact Details). Please keep this information up to date.

1123 If you or we suspect a security problem, our first step will usually be to lock
1124 down the accounts whilst we work together to establish what happened and the
1125 best course of action.

1126 **Frequently asked security questions**

1127 Below are some frequently asked questions that relate to security. If you have a
1128 question that hasn't been covered by this document, please ask us at customer.
1129 service@eyfs.info. Please note that, for security reasons, we may not answer
1130 some questions (such as, for instance, the exact versions of software that we are
1131 using).

1132 **Can you fill out this security questionnaire for me?**

1133 To keep our price down, we do not enter into bespoke contracts or fill out security
1134 checklists. However, we hope that our contract, including its annexes, include
1135 all the answers you need and cover all the events that you are concerned about
1136 and that you can use them to fill out whatever paperwork you require for your
1137 own systems.

1138 If you have questions about our service that aren't covered then do get in touch
1139 and, if we can, we will add the answers to this contract.

1140 **Do you offer a service level agreement?**

1141 To keep our price down, we do not. However, we take fulfilling our obligations to
1142 you very seriously and will do our utmost to ensure our service is there whenever
1143 you need it.

1144 **Are you insured?**

1145 Yes. Our insurance covers the standard corporate liabilities. In addition, it
1146 covers liabilities relating to hacking and relating to data breaches. Like all
1147 insurance it is subject to excesses, limits and exclusions.

1148 **What happens if my account subscription should expire?**

1149 We want to avoid painful mistakes happening because, for instance, a subscription
1150 expires during a school holiday and nobody is around to pay the bill. So we
1151 do not immediately delete your data when your subscription expires unless you
1152 specifically ask us to.

1153 However, 90 days after your subscription expires we will permanently delete your
1154 data. Data will remain in our backups for 90 further days.

1155 If you wish, you can instruct us to delete all your data sooner.

1156 **Do you store data outside of the EU or the UK?**

1157 No. Almost all data remains in the EU. Some data may temporarily be accessed
1158 or stored in the UK in order to provide support, diagnose problems or fix bugs.

1159 **What encryption principles are used for data in transit?**

1160 We regularly check our encryption meets modern standards and improve it as
1161 appropriate. At the moment we use a 2048 bit key, SHA256 with RSA and allow
1162 TLS1.2 and above.

1163 **Have you disabled TLS 1.0 support?**

1164 Yes. TLS 1.0 and 1.1 have been disabled.

1165 **What encryption key management processes are in place?**

1166 We use AWS to manage our encryption keys and provide them to authorised
1167 servers at the right moment.

1168 **The data centre hosting Tapestry is ISO 27001 accredited. Which
1169 version of ISO 27001 is it, and who is the accrediting company?**

1170 The version is 2013, and the accrediting company is BMTRADA.

1171 **Do you follow any other standards or hold any other certifications?**

1172 Yes, we are Cyber Essentials Certified.

1173 We take security very seriously and regularly review what we do but we have
1174 not yet undergone ISO 27001 certification as a business.

1175 **Which board member is responsible for security?**

1176 Our Managing Director, Stephen Edwards, is responsible for security.

1177 **Do you have a documented framework for security governance, with
1178 policies governing key aspects of information security relevant to the
1179 service?**

1180 We do not yet have a complete set of documentation. We have started on the
1181 process of creating an ISO 27001 compliant documentation set, but the process
1182 is not yet complete.

1183 **Can you provide evidence that security and information security are**
1184 **part of your financial and operational risk reporting mechanisms,**
1185 **ensuring that the board would be kept informed of security and**
1186 **information risk?**

1187 We are a small firm so our board, Stephen Edwards and Helen Edwards, are
1188 closely involved in every decision taken by the firm.

1189 We are very aware of the importance of information security. We discuss it in
1190 almost every meeting and we continuously attempt to improve our security.

1191 We have a weekly formal review of our security state (see above)

1192 We get independent penetration testers to review our system (see above)

1193 **Can you provide evidence of processes to identify and ensure compli-**
1194 **ance with applicable legal and regulatory requirements?**

1195 We discuss compliance regularly in our senior management meetings and track
1196 compliance tasks to completion.

1197 We have appointed a Data Protection Officer to hold us to account on this point.

1198 **Do you track the status, location and configuration of service compo-**
1199 **nents throughout their lifetime?**

1200 Yes. Our software configuration is managed under version control, with repeatable
1201 builds and change logging.

1202 Yes. Our hardware configuration is managed under version control, with repeat-
1203 able builds and change logging.

1204 **Do you assess changes to the service for potential security impact and**
1205 **monitor that impact to completion?**

1206 Yes.

1207 **How are potential new threats, vulnerabilities or exploitation tech-**
1208 **niques which could affect the service assessed?**

1209 We run regular automated tests and internal security reviews to examine the
1210 configuration and security of our servers.

1211 We engage external penetration testers to assess our system against the latest
1212 threats.

1213 **Do we use relevant sources of information relating to threat, vulnera-**
1214 **bility and exploitation techniques, e.g. NIST, NCSC?**

1215 Yes. We monitor CVEs relating to the software our service depends on.

1216 Yes. We regularly review guidance from the NCSC and OWASP. We do not
1217 regularly review guidance from NIST.

1218 **How are known vulnerabilities prioritised and tracked until mitigations**
1219 **have been deployed?**

1220 We have automated notifications of vulnerabilities that are in our deployed code.
1221 These notifications are only quietened when fixes have been deployed.

1222 We have internal issue tracking for required code and deployment changes.

1223 We review and prioritise remaining security actions at least once a week.

1224 **What are the timescales for implementing mitigations? E.g. in**
1225 **patching policy?**

1226 This depends on the vulnerability.

1227 For instance, if we believe the vulnerability could lead to data exposure, we
1228 would immediately take Tapestry offline while we fix the vulnerability. Because
1229 Tapestry would be offline, it would be our highest priority to fix. We have
1230 procedures for calling in engineers out of hours and at weekends. We have
1231 procedures for deploying changes to our production configuration within hours.

1232 If the vulnerability was assessed as being of low risk, it would be deployed as
1233 part of our regular code and configuration updates. These tend to be made at
1234 least once every two weeks and are often made several times a week.

1235 **Other than for fault-finding, are activity logs monitored for suspicious**
1236 **activity, potential compromises or inappropriate use of the service?**

1237 Activity logs for our backend system have automated alerting for suspicious
1238 activity. These alerts are seen by all developers and by Stephen Edwards.

1239 Activity logs for our customers are not monitored by us. They are available to
1240 customers to monitor.

1241 **Do we have an incident management process?**

1242 Yes. An incident will be uniquely identified and a named individual will be
1243 allocated responsibility for managing an incident through our support system.
1244 We have standard procedures for common incidents.

1245 **What is the process for the vendor to report incidents to the customer?**

1246 See “Keeping in touch about security” above.

1247 **Is 2-factor authentication (2FA) available to end users?**

1248 Not at the time of writing (Feb 2024), but we are currently developing it and
1249 expect to release it in the coming months. If you would like to be kept up to
1250 date with our progress on it please email us at customer.service@eyfs.info.

1251 **Can we require passwords to be changed every X days?**

1252 No. The UK National Cyber Security Centre recommend that you DO NOT
1253 require users to change passwords every X days.

1254 If you suspect a password or email account may have been compromised, you can
1255 make the account inactive and then manually force the password to be changed.
1256 We can do this in bulk for all accounts if you contact us.

1257 **Which NCSC system architecture do you use?**

1258 Of the list at <https://www.ncsc.gov.uk/guidance/systems-administration-architectures> our system is closest to the ‘bastion’ model.

1260 The service is run on partitioned and private networks. Management functions
1261 are carried out by devices on the corporate network which access the private
1262 networks through bastions.

1263 **What provision is made for customers to access / monitor audit records for system / data access?**

1265 Customers have direct self-service access to logs that show changes to data.

1266 We can provide logs of who has viewed data on request to customer.service@eyfs.info.

1268 **Does your organisation have differentiated access to data depending on the sensitivity level?**

1270 Yes. Our default is ‘no access’ and our systems are designed to minimise access
1271 to data. Different people and the different roles they carry out have different
1272 access to data and different requirements for what authorisation they must have
1273 before accessing it. We regularly review who can access what and why to ensure
1274 we are private and secure by default.

1275 **How long would it take to regain service in a disaster?**

1276 The time taken to restore our service will depend on what caused the loss of
1277 service and how much was lost. That is why, although we do our best to provide
1278 Tapestry at all times, we cannot guarantee it.

1279 But to give you an idea, here are a few scenarios:

1280 *A school's data is deleted:* If the loss of service is because a school let their
1281 contract lapse and therefore their data was deleted from our primary systems in
1282 line with our contract, but then the school changed their mind and wanted the
1283 data back before it had been deleted from our backups, then restoring a single
1284 school's database from a backup should take us a few business hours. If all the
1285 media (pictures, videos etc) have been deleted for a single school and need to be
1286 restored from backups then the time taken to restore them will depend on how
1287 many there are, but should rarely take more than a business day. This is just
1288 the time to complete the technical work. If there are also contractual bits of
1289 work to be done, or if we need to verify your identity, or if your request arrives
1290 at a particularly busy time (like the start of September) then getting everything
1291 sorted may take longer.

1292 *A server dies:* All of our servers have redundant copies that are automatically
1293 used when a server crashes, dies or otherwise blows up. If the cause was something
1294 to do with the server itself, such as a hardware fault, then that usually means at
1295 most a few minutes of downtime and can often be managed without any loss
1296 of service at all. However, if the cause was something external that destroys
1297 each of our servers in turn as they come online then the elapsed time will be
1298 however long it takes us to get to the bottom of the root cause and come up with
1299 a fix. We'd treat this as the top priority for the firm and because our engineers
1300 are in-house and we have an 'on call' system outside of business hours we'd do
1301 everything we can to minimise the disruption.

1302 *All three data centers in Ireland are destroyed:* If the loss of service has been
1303 caused by a complete failure of all three of our primary data centres in Ireland,
1304 and we have to completely rebuild Tapestry in a new data centre in a new
1305 location (including configuring new servers etc), then we would hope to have
1306 the contents of our schools databases (so all the text-based records) restored in
1307 24 to 48 hours. Restoring all of the pictures, videos, etc for every school could
1308 then start, but due to the sheer quantity of data, could take a week or more
1309 to complete depending on the bandwidth we could put in place between our
1310 backup data centres and our new data centres. Again, getting everything up
1311 and running would be an absolute priority for the business.

1312 **Annex C: Tapestry Privacy**

1313 This annex describes our privacy policy for people who access the Tapestry
1314 online learning journal service, (<https://tapestryjournal.com>). This policy is
1315 intended to be shared with any person who uses Tapestry as part of their
1316 “right to be informed” under UK or EU data protection law. Since we op-
1317 erate as a Data Processor for our customers, the Data Controller (the child-
1318 minder, educator, nursery, school or similar educational organisation), will
1319 need to provide extra information to fulfil the “right to be informed”. We de-
1320 scribe this extra information briefly in ‘Annex A: Tapestry Data Protection’
1321 and you can get more guidance from the UK Information Commissioner’s Of-
1322 fice: [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/)
1323 [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/).

1324 We are The Foundation Stage Forum Ltd, a company registered in England with
1325 company number 05757213 and a registered address of WaterCourt, 65 High
1326 Street, Lewes, England, BN7 1XG, UK.

1327 Our customers are childminders, educators, nurseries, schools or similar educa-
1328 tional organisations.

1329 You are someone who has been given access to Tapestry by one of our customers.
1330 For example, you could be a member of staff, a relative of a child, the child
1331 themselves, or someone acting on behalf of a child.

1332 You may have rights under UK or EU Data Protection legislation relating
1333 to information we store about you. These rights are described here: <https://ico.org.uk/for-the-public/>. If you want to exercise those rights, please contact
1334 the customer who is storing data in Tapestry in the first instance (e.g., the school
1335 or nursery). If they want help in carrying out your request, they can contact us.
1336

1337 Our lead supervisory authority for data protection is the UK Information Com-
1338 missioner’s Office (<https://ico.org.uk>).

1339 **The Service**

1340 Our customers pay us to provide them with a service that allows them to create
1341 online learning journals for children under their care, monitor those children’s
1342 progress and share this information with their staff and, if they wish, those
1343 children’s parents and relatives.

1344 **What data do we collect?**

1345 Our customers may choose to store some of the following data on our service:

- 1346 • The names and email addresses of their staff
- 1347 • The names, dates of birth and postcodes of their children
- 1348 • The names and email addresses, and billing addresses of the parents and
1349 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 record of the children’s booked sessions and attendance:
 - 1361 – when they were scheduled to attend
 - 1362 – when they were recorded as being present or absent
 - 1363 – notes relating to that attendance (e.g., whether they didn’t attend
 - 1364 because they were ill)
 - 1365 • Invoices and financial data:
 - 1366 – for regular and additional booked sessions
 - 1367 – for extras e.g. food, late fees, school trips etc
 - 1368 – records of payments made
 - 1369 – records of credits and debits.
 - 1370 • A register of the children’s attendance:
 - 1371 – when they were recorded as being present
 - 1372 – notes relating to that attendance (e.g., whether they didn’t attend
 - 1373 because they were ill)
 - 1374 • Activities that are planned:
 - 1375 – worksheets and other materials needed to carry out the activity
 - 1376 – questions and answers on the activity by staff, children and relatives
 - 1377 • Memos or notices that the customer wishes to share with relatives:
 - 1378 – documents that might be attached to the Memo
 - 1379 – questions and comments made by staff and relatives
 - 1380 • Reflections on particular children, particular activities or particular aspects
 - 1381 of the customer’s setting.
 - 1382 – comments and additional reflections by other staff.
 - 1383 • Documents that the customer needs to manage or share with relatives.
- 1384 Our customers store this information in order to manage their setting and record,
1385 analyse and, if they wish, share the progress of their children.
- 1386 Our customers have the freedom to choose what data they store and who they
1387 store it about.
- 1388 Our customers choose who has access to the data.
- 1389 Our customers are able to correct and delete data at will.
- 1390 Our customers must tell you, as part of your right to be informed, what data
1391 they are storing, why they are storing it and who they are sharing it with.
- 1392 In providing the service, we will send automated emails to staff and parents

1393 in order to confirm email addresses, reset passwords and notify them of events
1394 relating to the customer (such as when a new observation is added about a
1395 child).

1396 We ONLY access the data stored by our customers in order to carry out our
1397 customer's instructions, to maintain or improve the service or to fix faults.

1398 We use sub-contractors to process some of the data, but we do not otherwise
1399 share this data with other organisations.

1400 If your contact details are registered on Tapestry in the 'contact details' section,
1401 or as a 'manager' then we may contact you if we have a question or concern
1402 about the associated Tapestry account.

1403 When you visit the Tapestry web site we collect your:

- 1404 • IP address, together with
- 1405 • Information your computer sends about its web browser and operating
1406 system, and
- 1407 • What pages you look at (e.g., the list of observations), but not the content
1408 of those pages (i.e., we could not tell directly from the data whether the
1409 list of observations contained information about a particular child, though
1410 given time and access to the data above it would be possible to figure that
1411 out).

1412 We use this information to monitor the security of our service, to help us figure
1413 out how to improve the service (e.g., what browsers should we support? How
1414 much capacity should we add?) and to improve the way we market the service
1415 (e.g., what search terms were used to discover our site). We do not share it.

1416 If you use our phone or tablet application we collect:

- 1417 • The IP address of the network your phone or tablet is on, together with
- 1418 • The make and model of your phone or tablet, together with
- 1419 • The version of your phone or tablet's operating system, together with
- 1420 • Details of any crashes that occur in the application, and
- 1421 • What screens you look at in the application (e.g., the list of observations),
1422 but not the content of those screens (i.e., we could not tell directly from
1423 the data whether the list of observations contained information about a
1424 particular child, though given time and access to the data above it would
1425 be possible to figure that out).

1426 We use this information to monitor the security of our service and to help us
1427 figure out how to improve the service (e.g., what causes crashes? which crashes
1428 need fixing most urgently?). We do not share it.

1429 **What is the lawful basis for storing this data**

1430 Our customers decide and must tell you the lawful basis for the data they add
1431 to Tapestry. Please note, your consent is not the only lawful basis for storing

1432 data and our customers may have a different legal basis.

1433 **Whose data is it?**

1434 We don't claim ownership of the data entered into Tapestry. We only use it
1435 according to our customer's instructions to provide the service described above.

1436 Formally, in UK and EU data protection legislation terms, our customers are
1437 the "Data Controller" and we are the "Data Processor".

1438 There are some exceptions to this, where we are the "Data Controller":

- 1439 1. The content of our billing system. This is described more in Annex E.
- 1440 2. The content of our support ticket system. This is described more in Annex
1441 E.
- 1442 3. The content of our forums. This is described more in Annex F
- 1443 4. The email marketing we carry out when users opt in. This is described in
1444 its own policy [https://eyfs.info/forums/topic/51993-mailing-list-privacy-](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)
1445 [policy/](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)
- 1446 5. The content of our CPD site if you choose to use it. This is described in
1447 its own privacy policy on <https://cpd.tapestry.info/>.

1448 These exceptions are described in more detail in Annex E and Annex F.

1449 **Who do we share data with?**

1450 We do not share data, except as explicitly requested by our customers.

1451 If they wished, our customers might give other people (e.g., staff, children or
1452 parents) access to data. They might download or print some or all of the data
1453 and share it with other people (e.g., staff, children, parents, the government).
1454 They might transfer some of the data to another organisation (e.g., parents, the
1455 government, another educational establishment looking after a child, or the print
1456 company Group Hugs to order printed copies of journals).

1457 If PDF journals are made available to parents, the parents can share that journal
1458 with Group Hugs through us. At that point they will enter into their own
1459 contract with them. We do not share any data with Group Hugs unless we are
1460 directed to. The only information parents can send to Group Hugs through us,
1461 is that which our customers have first made available to them.

1462 We ONLY access the data stored by our customers in order to carry out our
1463 customer's instructions, to maintain or improve the service, or to fix faults.

1464 **How do we collect the data?**

1465 Most data is entered by our customers directly into our website or through our
1466 phone and tablet applications. Our customers may, if they wish, permit parents
1467 and relatives of children to add data to the service.

1468 Some data (described above) is sent automatically by your web browser or by
1469 our applications.

1470 We may store cookies on your computer in order to verify that you are logged
1471 in and to store your preferences. The cookies themselves do not contain any
1472 identifiable information about you or about what you look at.

1473 **Can I see my data that is stored on your system?**

1474 Yes. The school, childminder, nursery or similar educational organisation, can
1475 give you a copy of data about you that they or you have stored in Tapestry. We
1476 can provide you with a copy of any of the other data that has been collected
1477 (e.g., our records of your IP address and / or make and model of your tablets
1478 etc.).

1479 **Can I have my data corrected or deleted?**

1480 Yes. The school, childminder, nursery or similar educational organisation, can
1481 correct or delete the data they or you have stored in Tapestry.

1482 The process of deletion is gradual: initially deleted data is moved to a ‘deleted’
1483 area in case it was deleted in error. After a delay, it is then permanently deleted
1484 from our main systems. After a further delay, it is then permanently deleted
1485 from our backups.

1486 **What are our customer’s responsibilities?**

1487 Our customers decide who to add data about, what data to add, and how long to
1488 keep it for. They have overall responsibility for complying with Data Protection
1489 law (or the equivalent in other countries).

1490 We describe this in more detail in the contract we have with our customers. But,
1491 for instance, they have to:

- 1492 • Ensure they have a legal basis for what data they store on Tapestry and
1493 who they share it with.
- 1494 • Think about what information it is appropriate to share with whom, given
1495 their situation and that of the children under their care.
- 1496 • Respond to requests for access to data.
- 1497 • Train their staff about sensible security and confidentiality precautions:
 - 1498 – Taking care of passwords.
 - 1499 – Taking care not to install software on computers that may compromise
1500 security.
 - 1501 – Taking care not to access material from inappropriate places where it
1502 can’t be kept appropriately confidential.
- 1503 • Delete data when it is no longer required.
- 1504 • Remove access for people who no longer need access.
- 1505 • Give parents instructions in accordance with their safeguarding policy.

1506 **Contacting Us**

1507 You can contact us at customer.service@eyfs.info or WaterCourt, 65 High Street,
1508 Lewes, England, BN7 1XG, UK.

1509 We also have a Data Protection Officer, Lauren Foley, who can be reached at
1510 dpo@eyfs.info.

1511 **Annex D: Tapestry Sub-processors**

1512 Not all parts of Tapestry are run in-house. Below is a link to a list of the
1513 sub-contractors that we use to process some of your data. They are under a
1514 written contract that ensures they are compliant with UK data protection law.

1515 For the avoidance of doubt: We are accountable to you for this contract. If one
1516 of our sub-processors does something wrong, it is our fault – we won't pass the
1517 buck.

1518 For the avoidance of doubt: We instruct our sub-processors in ways that are
1519 consistent with this contract.

1520 For instance: Although Amazon Web Services have data centres outside of the
1521 EU and, technically, could move your data there, they are contractually bound
1522 not to do so without our instruction and we would not instruct them to do so.

1523 For instance: Although Amazon Web Services could, technically, access your
1524 data, they are contractually bound not to except if it is strictly necessary to
1525 deliver their service to us. Even then, their employees are contractually obliged
1526 to keep data confidential and secure.

1527 **List of sub-processors**

1528 You can find our full list of sub-processors on our 'Tapestry Sub Processors' page
1529 on our information site: <https://tapestry.info/tapestry-sub-processors.html>

1530 By signing this contract you consent to our use of them.

1531 **Changes to sub-processors**

1532 We may, occasionally, need to add or change the sub-contractors we use to
1533 process some of your data.

1534 If we do, then UK and EU data protection law requires us to tell you and to
1535 obtain your agreement.

1536 We've included a link to the list of sub-processors we use. If we change them we
1537 will alert you to this via a notification within Tapestry, a banner on tapestryjournal.com, or an email.
1538

1539 **Annex E: Customer billing, and support data**

- 1540 1. We are The Foundation Stage Forum Ltd, a company registered in England
1541 with company number 05757213 and a registered address of WaterCourt,
1542 65 High Street, Lewes, England, BN7 1XG, UK.
- 1543 2. You are a childminder, educator, nursery, school or similar educational
1544 organisation.
- 1545 3. This annex relates to data in our customer, billing, and support system. It
1546 does not relate to data placed in the Tapestry online learning journal (see
1547 Annex A) or to data placed in our discussion forums (see Annex F) or to
1548 support material, such as tutorials, videos and descriptions of our product
1549 that are hosted on our websites, but it does relate to the information we
1550 store about forum account holders.

1551 **What data do we collect?**

- 1552 4. If you take out a trial or purchase a Tapestry account we collect and store
1553 the following information:
 - 1554 • your name, email address, billing/postal address, and telephone num-
1555 ber
 - 1556 • the name, email address, billing/postal address, and telephone num-
1557 bers of anyone you tell us administers or pays for your account with
1558 us.
- 1559 5. If you contact us by email or through our support ticket system we collect
1560 and store:
 - 1561 • your email address and the contents of the email.
- 1562 6. If you contact us by telephone, post or face-to-face we may also keep notes
1563 of those interactions.
- 1564 7. Credit card payment information is given directly to a payment service
1565 provider. We do not hold any credit card information ourselves.

1566 **Why do you need this data?**

- 1567 8. Our lawful basis for collecting this data under EU and UK data protection
1568 law is 'contract'. We need this data to:
 - 1569 • charge you for our service.
 - 1570 • respond to questions or problems raised by you about our service.
 - 1571 • provide access to Tapestry and our discussion forum
 - 1572 • contact you if we have questions about your account or we have information
1573 you need to know about
 - 1574 • decide what changes to make to our service.

1575 Who do you share this data with?

- 1576 9. We make use of subcontractors to provide our service to you and they
1577 may see some or all of this data. You can find a list of our sub pro-
1578 cessors on our ‘Tapestry Sub Processors’ page on our information site:
1579 <https://tapestry.info/tapestry-sub-processors.html>.
- 1580 10. If you contact us in relation to a particular Tapestry account then we may
1581 share that data with other people who we believe represent the organisation
1582 that owns that account. For example, if a teacher contacted us to instruct
1583 us to permanently delete a particular child’s data, and then the head of the
1584 school later contacted us to ask why a child had been deleted, we would
1585 share the instruction from the teacher with the head.
- 1586 11. We do not share your data with companies other than our sub processors.
1587 We do not sell your data ever.

1588 Where is the data stored?

- 1589 12. Your data is stored within the EU and UK. Our processing is carried out
1590 within the EU or UK.

1591 How long do you keep this data?

- 1592 13. We keep your data for as long as you continue to access your Foundation
1593 Stage Forum account, plus 7 years. If you do not sign in during those 7
1594 years, we will delete your data. If you would like it deleting sooner, email
1595 us on customer.service@eyfs.info.

1596 How do I exercise my rights under data protection law?

- 1597 14. We are the data controller of this data.
- 1598 15. Your rights under UK data protection law are described at [https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-
1599 regulation-gdpr/individual-rights/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/). They include the right to see and
1600 correct this data.
- 1601
- 1602 16. To exercise those rights, contact us at customer.service@eyfs.info.
- 1603 17. If you are in the EU, your rights under the GDPR are similar and can be
1604 exercised in the same way.
- 1605 18. We also have a Data Protection Officer, Lauren Foley, who can be reached
1606 at dpo@eyfs.info.
- 1607 19. Our lead supervisory authority for data protection is the UK Information
1608 Commissioner’s Office (<https://ico.org.uk>).

1609 **Annex F: Use of our discussion forum**

- 1610 1. We are The Foundation Stage Forum Ltd, a company registered in England
1611 with company number 05757213 and a registered address of WaterCourt,
1612 65 High Street, Lewes, England, BN7 1XG, UK.
- 1613 2. You are a childminder, educator, nursery, school or similar educational
1614 organisation.
- 1615 3. We have a discussion forum (<https://eyfs.info>) that you may use to dis-
1616 cuss issues facing childminders, educators, nurseries, schools or similar
1617 educational organisations.

1618 **Liability**

- 1619 4. We do not vouch for the accuracy, completeness or usefulness of any
1620 material on the forum. Use it at your own risk.
- 1621 5. The material expresses the views of the author of the material, and not
1622 necessarily our views.
- 1623 6. If you feel any material on the forum is objectionable, please contact us
1624 immediately at customer.service@eyfs.info.

1625 **Content and ownership of your messages**

- 1626 7. Don't post anything we won't like.
 - 1627 • We like professional discussion of the issues facing childminders, edu-
1628 cators, nurseries, schools or similar educational organisations.
 - 1629 • We don't like things that are unkind, illegal, lies, use language you
1630 wouldn't want children to hear, or are shameless advertising.
- 1631 8. Don't post anything that you don't have permission to post. For instance,
1632 if you didn't write the material you are posting, make sure you have the
1633 permission of the person who wrote it *before* you post it.
- 1634 9. On shameless advertising: Occasionally during the course of a discussion it
1635 may be appropriate for a you to mention a product or service with which
1636 you are involved if it helps the discussion and doesn't annoy anyone. We
1637 will use our discretion in those cases.
- 1638 10. If we don't like what you post, or fear you may not have permission to
1639 post it, we will remove it.
- 1640 11. If we keep having to remove your material, or if we *really* don't like it, we
1641 will bar you from the forum.
- 1642 12. When you post material, you retain copyright but grant us the right to
1643 use the material:
 - 1644 • without payment,
 - 1645 • in any way we choose,

- 1646 • anywhere in the world,
 - 1647 • forever.
- 1648 13. If we use your material, we will try to attribute it to you.
- 1649 14. If you wish to copy material posted by someone else, please contact us or
1650 the person who posted for permission.

1651 **Privacy and Data Protection**

- 1652 15. We store any data that you submit to us, plus your IP address, details
1653 about your browser and computer and which pages on our site you view.
- 1654 16. Our lawful basis for storing and using the data is ‘contract’. We store and
1655 process this data in order to:
- 1656 • provide a discussion forum,
 - 1657 • monitor abuse,
 - 1658 • fix bugs
 - 1659 • and to improve our service.
- 1660 17. Your data is stored within the EU or the UK. Our processing is carried
1661 out within the EU or the UK. Our forum is accessible from outside of the
1662 EU and the UK, so material you post may be viewed from outside of the
1663 EU and the UK.
- 1664 18. Your forum account will lapse once your Tapestry subscription lapses or,
1665 if you have a separate forum subscription directly or through your local
1666 authority, once that subscription lapses.
- 1667 19. When your forum account lapses you will no longer be able to log into the
1668 forum or post material to the forum. At our discretion, the material you
1669 have posted may remain on the forum.
- 1670 20. When your forum account has lapsed we will only use the personal infor-
1671 mation that you have provided us to:
- 1672 • help you re-activate your forum account if you later wish to re-
1673 subscribe
 - 1674 • keep track of who posted what material in case we need to attribute
1675 it to you or in case we need to verify that you had permission to post
1676 the material.
- 1677 21. We will delete the personal information that you have provided us at most
1678 7 years after your forum account has lapsed. At our discretion, the material
1679 you have posted may remain on the forum.
- 1680 22. We are the data controller for this data. To exercise your rights under UK
1681 or EU data protection law you can contact us at customer.service@eyfs.info.
- 1682 23. We have a Data Protection Officer, Lauren Foley, who can be reached at
1683 dpo@eyfs.info.

- 1684 24. Our lead supervisory authority for data protection is the UK Information
1685 Commissioner's Office (<https://ico.org.uk>).

1686 **Annex G: Standard Contractual Clauses for EU**
1687 **customers**

1688 This Annex was for customers in the EEA if the EU did not decide UK data
1689 protection laws were 'adequate'.

1690 Fortunately, the EU *has* decided the UK laws are adequate and so this section
1691 has been deleted.

1692 You can read more about this on the European Commission website
1693 [https://ec.europa.eu/info/law/law-topic/data-protection/international-](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en)
1694 [dimension-data-protection/brexit_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en) and we are very happy to answer your
1695 questions.

1696 **Annex H: Age appropriate design for UK cus-** 1697 **tomer who allow children to log into Tapestry**

1698 You can now permit children to log into Tapestry. This section is only relevant
1699 to customers who enable this feature AND where the children who log in are in
1700 the UK.

1701 The UK Information Commissioner (ICO) has created an ‘Age Appropriate
1702 Design Code of Practice for Online Services’. This is a series of 15 standards for
1703 online services, such as Tapestry, that allow children to log in.

1704 In the words of the ICO “The code is not a new law but it sets standards and
1705 explains how the General Data Protection Regulation applies in the context of
1706 children using digital services..” The UK ICO ‘encourage[s] schools to aspire
1707 to meet the code’s 15 standards as a matter of general good practice’. For
1708 non-schools, the UK ICO is firmer that the standards must be met.

1709 The standards seem good to us. So even if you do not legally need to comply, if
1710 you are thinking about allowing children to log into Tapestry, we would encourage
1711 you to take the time to read the information provided by the ICO, to read our
1712 approach to each of the standards below, and to think about your approach to
1713 the standards based on the documents from the ICO and the suggestions we
1714 make below.

1715 Please do contact us with any questions or feedback you have.

1716 **Standard 1: Best interests of the child**

1717 See the ICO webpage ‘1. Best interests of the child’ for more information.

1718 We have designed the feature with the best interests of older primary school age
1719 children in mind. For most of those children, and for most ways you might use
1720 the feature, it should be easy to comply with the code of practice.

1721 But each child is different. You need to make a judgement about each specific
1722 child and whether enabling the feature for them would be in their best interest.

1723 It may be that due to the child’s age, capability or situation that child login
1724 isn’t right to enable it for a particular child, or to only enable it for some uses
1725 (e.g., to use in school, but not to use at home).

1726 We give you the tools to restrict the feature to particular children, and to restrict
1727 access to the feature at home separately from access at school.

1728 **Standard 2: Data protection impact assessments**

1729 See the ICO webpage ‘2. Data protection impact assessments’ for more informa-
1730 tion.

1731 We cannot carry out a data protection impact assessment because only you have
1732 all the required information about how you will use Tapestry. We do not know
1733 exactly what categories of data you will add, your legal basis for adding them,
1734 who you will share data with, or when you will delete it.

1735 You need to answer those questions as part of a data protection impact assess-
1736 ment.

1737 We provide the information you need from us in our contract with you. If the
1738 contract is missing something, please ask us and we will do our best to answer,
1739 though we may have to charge our costs in doing so.

1740 **Standard 3: Age appropriate application**

1741 See the ICO webpage ‘3. Age appropriate application’ for more information.

1742 We have designed the feature for older primary pupils. We have set the feature
1743 to be off by default.

1744 You need to judge whether the feature is appropriate to an individual child’s
1745 age, abilities and understanding before enabling the feature for the child.

1746 If there is some aspect of the feature that you do not think is appropriate to the
1747 age group, please do get in touch with us.

1748 **Standard 4: Transparency**

1749 See the ICO webpage ‘4. Transparency’ for more information.

1750 We have written a short ‘your data’ page that children can access from within
1751 Tapestry that explains that the work they do in Tapestry will be shared with you,
1752 and that you might share it with others. It also explains their data protection
1753 rights and suggests they speak with you or their parent.

1754 You will need to be ready to provide the child (and potentially their parent)
1755 with extra detail from your data protection impact assessment about how you
1756 are using Tapestry to process their data.

1757 **Standard 5: Detrimental use of data**

1758 See the ICO webpage ‘5. Detrimental use of data’ for more information.

1759 We do not use children’s personal data in any way that has been shown to be
1760 detrimental to their wellbeing, or that goes against industry codes of practice,
1761 other regulatory provisions, or Government advice.

1762 To be clear, we do not use data for marketing, broadcasting, in the press, in
1763 online games, or to offer rewards.

1764 We do provide children with notifications. But those notifications are: 1. Only
1765 visible while a child is logged into Tapestry 2. Are not designed to encourage

1766 any detrimental behaviour (they just say things like “A Teacher commented on
1767 your observation”

1768 We do provide: 1. Staff with the ability to like, comment and assess the work of
1769 children. 2. The option to allow relatives to like and comment on the work of
1770 children. 3. The option to allow children to like and comment on shared work.

1771 You will need to think about how you use likes, comments and assessments that
1772 are visible to children in order to have a positive impact on the children.

1773 You will need to think about whether you allow relatives to like and comment
1774 on work and, if you do, what sort of policies you need to create and how you will
1775 communicate and police those policies.

1776 You will need to think about whether you allow children to like and comment
1777 on shared work and, if you do, what sort of policies you need to create and how
1778 you will communicate and police those policies.

1779 **Standard 6: Policies and community standards**

1780 See the ICO webpage ‘6. Policies and community standards’ for more information.

1781 We do not monitor or police the information added by you or any of your users
1782 to Tapestry.

1783 You will need to decide what policies and community standards you put in place
1784 and how you will police them.

1785 We have designed the feature so that children’s use of it is controlled by staff
1786 and (if staff permit) parents. The aim of this is to make it easier for staff and
1787 parents to monitor children’s use of the feature and ensure the standards are
1788 being met.

1789 We provide the ability to turn off the feature and parts of the feature for specific
1790 children and relatives.

1791 **Standard 7: Default settings**

1792 See the ICO webpage ‘7. Default settings’ for more information.

1793 We have set this feature to be off by default. If enabled, we have set the default
1794 permissions to provide children with high privacy.

1795 The default setting is that the information a child enters into Tapestry will be
1796 shared with you and no-one else. You can choose to share some of the child’s
1797 work with other children and/or relatives. You can also choose to allow children
1798 to comment on group work.

1799 You should consider what is in the best interests of your children when deciding
1800 whether to enable the feature and who to share a child’s work with.

1801 Standard 8: Data minimisation

1802 See the ICO webpage ‘8. Data minimisation’ for more information.

1803 We have designed the feature to use the minimum of amount of personal data.
1804 We do not ask children to share any personal data – their name is all that is
1805 required and this will have been entered by you.

1806 You should think carefully about the tasks you set children to do with Tapestry
1807 to ensure the tasks do not accidentally lead or encourage children to share
1808 unnecessary personal data (including pictures and videos containing personal
1809 contact) and put policies in place to deal with the personal data if it should be
1810 shared unnecessarily.

1811 We provide the ability to delete data added by children. If you contact us, we
1812 can also accelerate the deletion of most data from our backup systems. However,
1813 if you have a complex request we may need to charge for our time.

1814 Standard 9: Data sharing

1815 See the ICO webpage ‘9. Data sharing’ for more information.

1816 We share what the child child enters into Tapestry with you. You can choose to
1817 share it with others, such as the child’s relatives, other children or with a child’s
1818 subsequent school.

1819 You should develop a policy on who you share the data entered by a child with
1820 as part of your data protection impact assessment.

1821 Standard 10: Geolocation

1822 See the ICO webpage ‘10. Geolocation’ for more information.

1823 We do not use geolocation.

1824 Standard 11: Parental controls

1825 See the ICO webpage ‘11. Parental controls’ for more information.

1826 We have designed the feature so that the school is in charge of when and where
1827 children can use the feature while at school.

1828 We have also designed the feature so that the school can decide whether a child
1829 can log in at home and, if they have more than one relative on Tapestry, which
1830 relative’s accounts they can log in from.

1831 We have designed the feature so that, when at home, a relative must log into
1832 Tapestry first, before their child can then log in. The intention is that will place
1833 the child’s use of Tapestry under the control of the parent.

1834 You should decide whether you wish children to log into Tapestry at home and,
1835 if you do, which relatives’s accounts you wish to permit the child to log in from.

1836 Standard 12: Profiling

1837 See the ICO webpage ‘12. Profiling’ for more information.

1838 We do not carry out any profiling.

1839 You might use data a child adds to Tapestry to assess the child, which could
1840 construed as being a type of profiling. But this process is likely to involve your
1841 judgement rather than being purely automatic, so is unlikely to be considered
1842 profiling in this definition.

1843 Standard 13: Nudge techniques

1844 See the ICO webpage ‘13. Nudge techniques’ for more information.

1845 We do not use nudge techniques to lead or encourage children to provide unnec-
1846 essary personal data. We do not permit children to turn off privacy protections.

1847 You should think carefully about the tasks you set children to ensure they do
1848 not accidentally ‘nudge’ a child into sharing inappropriately.

1849 Standard 14: Connected toys and devices

1850 See the ICO webpage ‘14. Connected toys and devices’ for more information.

1851 We do not provide a connected toy or device.

1852 Standard 15: Online tools

1853 See the ICO webpage ‘15. Online tools’ for more information.

1854 We provide online tools in the Tapestry Control Panel to help you to respond to
1855 requests by, or on behalf of, children to express their data protection rights.

1856 We provide a page for children which explains to them and to their parents that
1857 they should get in touch with you to exercise their rights and to find out more
1858 about how you are using Tapestry.

1859 We have designed the feature so that teachers (when at school) and relatives
1860 (when at home) decide when and where a child can log in. We hope this will
1861 allow teachers and relatives to monitor the children and respond to any concerns
1862 they have.

1863 You should ensure you have procedures in place to respond to requests to exercise
1864 data protection rights.

1865 You should also think about how you will monitor children’s use of Tapestry
1866 and how you might respond to any concerns the children have.

1867 **Changes to this contract**

1868 Below is a list of material changes to this document. If you spot a change that
1869 should be in this list, please let us know.

1870 **This version of the contract (2024 April 02)**

- 1871 • (Annex A) Clarifying that we may access data in order to find who to
1872 contact about an issue and to otherwise improve the service.
- 1873 • (Annex B) To say that we are Cyber Essentials Certified.
- 1874 • (Annex B) Update that some details are stored locally but encrypted on
1875 mobile devices
- 1876 • (Annex B) Update that we are working on 2FA and to contact us for
1877 updates.
- 1878 • (Annex C) Update on the sort of data that customers might collect about
1879 the relatives and children on their account.
- 1880 • (Annex C) Update about other situations in which we are the Data Con-
1881 troller
- 1882 • (Annex C) Update to include note about the company we link to if you'd
1883 like to buy printed copies of the journal.
- 1884 • (Annex E) Clarification about the data we collect from customers for billing
1885 and support.

1886 **(2022 September 12)**

- 1887 • (Annex D and E) Replaces the list of our sub processors for Tapestry and
1888 our billing and support system with a link to a page on our website listing
1889 them.
- 1890 • (Annex D) Change to the process for updating them – instead of issuing
1891 a new contract when we update them, we will update the linked to web
1892 page and alert you to the change.
- 1893 • (Annex B) Clarifying who can access our backups and when we would
1894 access them.

1895 **2021 September 30**

- 1896 • Annex H (lines 1686 to 1703) Update to clarify that the UK Information
1897 Commissioner's 'Age Appropriate Design Code of Practice for Online
1898 Services' is "not a new law but it sets standards and explains how the
1899 General Data Protection Regulation applies in the context of children using
1900 digital services" and that the UK ICO only "encourage[s] schools to aspire
1901 to meet the code's 15 standards as a matter of general good practice" but
1902 is firmer that other organisations must comply.

1903 2021 September 2

- 1904 • Overview: (line 336) Remove mention of dispute resolution clauses in
1905 Annex G, since those are no longer required. (line 265) Mention the new
1906 Annex H on age appropriate design
- 1907 • Annex A: (lines 380-385) Remove mention of standard contractual clauses
1908 for EU customers in Annex G, since those are no longer required.
- 1909 • Annex B: (line 948) Update relevant sections now children may be given
1910 access. (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled.
1911 (lines 1283 to 1319) Add an FAQ about how long it might take us to restore
1912 service if a disaster hit
- 1913 • Annex C: (lines 1359 to 1380) Mention that children can now enter data
1914 in the section on the data we collect. (line 1392) Make it clear that staff
1915 only receive a newsletter about Tapestry if they choose it.
- 1916 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU
1917 customers are no longer required.
- 1918 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design
1919 for customers in the UK who allow children to log in and therefore need
1920 to comply with the Information Commissioner's Office 'Age Appropriate
1921 Design Code of Practice for Online Services.'

1922 2020 May 26

1923 Line numbers mentioned in this section are the line numbers marked on the PDF
1924 copy of the 2020 May 26 version of this contract.

- 1925 • The non-contractual note on Brexit: Updated to reflect that we are now
1926 in a transition period.
- 1927 • Everywhere: Clarify usages of UK and EU now that the UK is no longer
1928 part of the EU.
- 1929 • Everywhere: Fix spelling and typos
- 1930 • Overview: Update registered address of The Foundation Stage Forum
1931 Ltd (line 240). Clarify that eys.info is not just a forum, it has education
1932 resources as well (line 250). Clarify the wording again to try and make
1933 it clearer who can claim from whom if it turns out that one party is not
1934 responsible for a data protection breach but the other is (line 341). Clarify
1935 that, for EU customers, parts of the contract may not be under UK law
1936 (line 344).
- 1937 • Annex A: Update registered address of The Foundation Stage Forum Ltd
1938 (line 358). Make the Annex consistent with the Overview: the contract is
1939 under English law (line 398). Include our ICO registration number (line
1940 400). Refer to the 'Standard Contractual Clauses' for EU customers (line
1941 402). Clarify that when answering a support ticket requires us to view
1942 your data, that data will be viewed in the UK (which is now outside of
1943 the EU) (line 422). Clarify that if you upload material to Tapestry, you
1944 are responsible for making sure you can do so legally (for instance, you
1945 are responsible for making sure you haven't breached copyright in the

- 1946 material you upload) (line 549). Clarify where in the document you can
 1947 find help when carrying out a Data Protection Impact Assessment (line
 1948 718). Update the Brexit FAQ (line 779).
- 1949 • Annex B: Update registered address of The Foundation Stage Forum Ltd
 1950 (line 811). Make the Annex consistent with the Overview: the contract is
 1951 under English law (line 819). Update the section on encryption to include
 1952 guidance on how to stay safe and to include the forthcoming changes to
 1953 our certificate (line 1044 onwards).
 - 1954 • Annex C: Update registered address of The Foundation Stage Forum Ltd
 1955 (line 1306). Refer to new functions that customers could be using (line
 1956 1344).
 - 1957 • Annex E: Fix numbering. Update registered address of The Foundation
 1958 Stage Forum Ltd (line 1515). Point out where the other privacy police are
 1959 (line 1523). Note change of payment processor from SagePay to Global
 1960 Payments (this is for payment data where The Foundation Stage Forum
 1961 Ltd is the Data Controller) (line 1549).
 - 1962 • Annex F: Update registered address of The Foundation Stage Forum Ltd
 1963 (line 1581).
 - 1964 • Annex G: A new annex containing the EU Standard Contractual Clauses
 1965 from decision 2010/87/EU for customers who are in the EU (line 1656
 1966 onwards).

1967 2019 April 18

1968 Line numbers mentioned in this section are the line numbers marked on the PDF
 1969 copy of the 2019 April 18 version of this contract.

- 1970 • Overview: Clause 26 make it clear that there would not be a limit to
 1971 liability if you or we need to claim back the compensation we have paid
 1972 under a breach of data protection law (line 307).
- 1973 • Annex A: Tapestry Data Protection: Explain that if, and only if, push
 1974 notifications are enabled by you and the end user of the app, then sometimes
 1975 the contents of the notification might go outside of the EU on its way to
 1976 the company that makes the end user’s phone or tablet operating system
 1977 (line 389).
- 1978 • Annex A: Tapestry Data Protection: Mention that, if you use the new
 1979 Register functionality, you might be storing data about a child’s attendance
 1980 (line 407).
- 1981 • Annex A: Tapestry Data Protection: Fix a typo “Repeating your in a
 1982 letter to us.” should be : “Repeating your instruction in a letter to us”
 1983 (line 580).
- 1984 • Annex B: Tapestry Security: Take out reference to when the last pene-
 1985 tration test was, this becomes out of date too quickly. Add in how to get
 1986 hold of the summary of the test and to contact us for when the last test
 1987 took place and when the next one is scheduled (line 1022).
- 1988 • Annex C: Tapestry Privacy: Mention that, if the customer uses the forth-

- 1989 coming Register functionality, they might be storing data about a child's
1990 attendance (line 1258).
- 1991 • Annex D: Tapestry Subprocessors: We have added Apple, Google and
1992 Amazon as our forthcoming apps will offer push notifications and those
1993 notifications go via the maker of the phone or tablet's operating system.
1994 Because we are the Data Processor for this data, you need to consent to
1995 using these sub-processors. You can provide your consent by enabling push
1996 notifications in your Tapestry Control panel. If you do not provide consent
1997 the only functionality that will be missing is push notifications (line 1402).
 - 1998 • Annex E: Billing and Support Data: We have changed our email provider
1999 from Fastmail to Zoho Mail. Because we are the Data Controller for this,
2000 consent is not formally required from you to make this change (line 1453).

2001 2018 May 1

2002 Line numbers mentioned in this section are the line numbers marked on the PDF
2003 copy of the 2018 May 1 version of this contract.

2004 Tapestry Data Protection

- 2005 • Add a section pointing out where to find in this contract the standard
2006 terms required in a data processing agreement (lines 303-323)
- 2007 • Attempt to clarify the wording describing that viewing Tapestry from
2008 outside the EU means data will be transferred outside the EU to get to
2009 you (lines 351-358)
- 2010 • Rephrase “What data is placed into Tapestry?” to more closely match the
2011 language of subject matter, nature and purpose, etc. that is used in data
2012 protection legislation (lines 360-375)
- 2013 • Remove Bursar from the list of examples of who can instruct us (line 520).
- 2014 • Confirm that if someone who isn't authorised tries to instruct us to do
2015 something, we will tell you about it. (lines 525-526)
- 2016 • Clarify what ‘written’ instruction means (lines 530-540)
- 2017 • Added a section “Instructions we do and don't accept” (lines 541-562).
- 2018 • Confirm that our staff who process data are appropriately trained in data
2019 protection (line 568).
- 2020 • The tools to allow download of user's data are now available (line 581).
- 2021 • Remove section “[NOT YET IMPLEMENTED We do provide some ex-
2022 ample documents on risks that you can customise when carrying out your
2023 own assessments.]” – we have provided some guidance in our forum, but
2024 not yet example documents (line 617).

2025 Tapestry Security

- 2026 • Remove the word ‘reset’ from links (line 847).
- 2027 • Clarify the wording that confirms connections between the Tapestry apps
2028 and our servers are encrypted (line 938).

- 2029 • Change email to reach for keeping in touch about security. In urgent cases
2030 we would call if we have appropriate contact details (line 1013).

2031 **Tapestry Privacy**

- 2032 • Remove the word ‘usually’. Our customers are always the data controllers
2033 (line 1176)

2034 **Tapestry Sub Processor**

- 2035 • Remove the reference to Crashlytics, the forthcoming versions of the
2036 Tapestry apps will no longer use this sub-processor (line 1153).

2037 **2018 March 12 (Second Draft)**

2038 Line numbers mentioned in this section are the line numbers marked on the PDF
2039 copy of the 2018 March 12 draft.

2040 **Across all sections**

- 2041 • Fixed typos and improved some wording.
2042 • Adjust numbering that occurs because of other changes.
2043 • Make links to emails and websites clickable.

2044 **A note on this draft**

- 2045 • Mention the list of changes (line 163).
2046 • Fix dates (line 174).

2047 **Overview**

- 2048 • Clarify that we do sometimes call people back, and offer paid-for telephone
2049 support sessions (lines 189-192).
2050 • State explicitly that we are GDPR compliant and this contract contains
2051 the required clauses (lines 212-215).
2052 • State that the limit on liability is reciprocal (lines 268-269)
2053 • Clarify that some liabilities are set in law and we aren’t attempting to
2054 override them (line 268). In particular, in relation to liabilities from
2055 breaches in data protection law (lines 270-275).

2056 **Annex A: Tapestry Data Protection**

- 2057 • Provide more detail on where data is stored (lines 308-330).
2058 • Confirm that we won’t change where data is stored without your agreement
2059 (lines 309-311).
2060 • Reference the Privacy Policy for a fuller explanation of what data is covered
2061 by this data processing agreement (line 345).

- 2062 • Confirm that we will get your *written* consent before changing our sub-
- 2063 processors (line 363).
- 2064 • Confirm that we will tell you if we become aware of a breach (line 375, line
- 2065 527, lines 578-582).
- 2066 • Suggest careful consideration of the lawful basis for adding data to Tapestry
- 2067 (lines 384-387).
- 2068 • Expand on the implications of the right to be informed (lines 439-451).
- 2069 • Clarify we don't license your data (line 469).
- 2070 • Clarify who can tell you to restrict processing of data (it isn't us) (line
- 2071 474).
- 2072 • Clarify who can instruct us (lines 480-493).
- 2073 • Confirm that we use sub-processors in a way that is compliant with data
- 2074 protection law and point to the Annex for a description of how we will
- 2075 seek your agreement if we wish to change them. (lines 505-507).
- 2076 • Clarify that we will help you to 'lock-down' your account if you suspect a
- 2077 breach (line 531-534).
- 2078 • Clarify that you have to notify the data protection regulator in the case of
- 2079 a breach (line 539).
- 2080 • Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- 2081 • Clarify that we may partially or entirely lock down your account if we
- 2082 suspect a breach (lines 583-587).
- 2083 • Add a FAQ on Brexit (lines 601-605).

2084 **Annex B: Tapestry Security**

- 2085 • Add VAT number (line 637)
- 2086 • Confirm that when data is deleted from our backups, it is no longer
- 2087 recoverable by us (line 714).
- 2088 • Add a reminder about what to do if you suspect a password or email
- 2089 account has been compromised (lines 795-803).
- 2090 • Clarify when and how we might store data on our local devices (lines
- 2091 824-829).
- 2092 • Provide more detail on what our penetration tests cover (lines 906-912).
- 2093 • Confirm that we are insured (lines 969-972).
- 2094 • Make our TLS 1.0 support more obvious (lines 987-991).
- 2095 • Clarify that you can't force password changes every X days (lines 1078-
- 2096 1083).
- 2097 • Confirm we have differentiated data access policies (lines 1095-1101).

2098 **Annex C: Tapestry Privacy**

- 2099 • Clarify that the Data Controller will need to add more information to fulfil
- 2100 a subject's right to be informed (lines 1106-1113, lines 1153-1154).
- 2101 • Give examples of who 'you' might be (lines 1120-1121).
- 2102 • Clarify that we may contact 'managers' registered with Tapestry using the
- 2103 contact details they have entered if we have a question or concern about

- 2104 the associated Tapestry account (lines 1165-1167).
- 2105 • Clarify we also collect your IP address if you use our phone or tablet app
 - 2106 (line 1182).
 - 2107 • Confirm that we do not share data about your computer or tablet (line
 - 2108 1193).
 - 2109 • Clarify that the Data Controller will need to provide the lawful basis (line
 - 2110 1194-1197).
 - 2111 • Remove troublesome reference to who owns data: keeping the fact that we
 - 2112 don't, but not claiming that you do (line 1199-1200).

2113 **Annex D: Tapestry Sub-processors**

- 2114 • Confirm that they are under a written contract with us (line 1266).
- 2115 • Confirm that we use them in a way that is consistent with this contract,
- 2116 and give examples in relation to common questions. (lines 1271-1279).
- 2117 • Remove references to sub-processors we have now eliminated (line 1288).
- 2118 • Explain how we will seek your written consent if we need to add or change
- 2119 sub-processors (lines 1290-1299).

2120 **Annex E: Billing and support data**

- 2121 • Explicitly state our lawful basis for processing data (line 1322).
- 2122 • Remove reference to United Hosting - we no longer use them (line 1330).
- 2123 • Clarify that we would share data relating to an account with other repre-
- 2124 sentatives of that account. (lines 1334-1339).
- 2125 • Clarify that we do use your data to improve our service (line 1341).

2126 **Annex F: Use of our discussion forum**

- 2127 • Explicitly state our lawful basis for processing data (line 1405).

2128 **2018 January 5 (First draft)**

- 2129 • First public draft of new, more detailed, contract.