

RENAISSANCE

UK | EU Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, UK Ltd. is committed to the privacy and security of Personal Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Personal Data and keep it private when You are using Our Products in the United Kingdom or European Union.

If You are a US customer using Renaissance Products within the United States, please find Your applicable Privacy Notice [HERE](#).

Definitions

Capitalized words have special meaning and are defined below.

“Educators,” “Data Controller,” “You,” “Your” means the district, school, multi-academy trust (MAT), or institution contracting with Renaissance for use of the Renaissance Products. Educators, you are also known as a **“Data Controller”** as that term is defined in the GDPR. Being a Data Controller means that You determine the purposes and manner in which We process Personal Data on your behalf.

“Renaissance,” “Data Processor,” “We,” “Us,” “Our” means Renaissance Learning, UK Ltd. We are also known as your **“Data Processor”** as that term is defined in the GDPR. As a Data Processor, We process Personal Data according to Your instructions in order to fulfill the services that We are providing to You.

“Authorized User(s),” “Data Subjects” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students. Authorized Users are also known as **“Data Subjects”** as that term is defined in the GDPR. Under the GDPR, Data Subjects have rights around the use, collection, transfer, disclosure and retention of their Personal Data which they may raise to either Renaissance, as a Data Processor, or You as a Data Controller.

“Products” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“Data Protection Legislation” means (i) the EU General Data Protection Regulation (Regulation 2016/679) (“GDPR”); (ii) UK Data Protection Act 2018; (iii) the Regulation of Investigatory Powers Act 2000; (iv) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), (v) the Electronic Communications Data Protection Directive 2002/e8/EC; (vi) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (vii) all applicable laws and regulations relating to processing Personal Data and privacy, including, where applicable, guidance and codes of practice issued by the Information Commissioner’s Office.

“Personal Data” has the definition provided in the GDPR. Any information that can identify Your Authorized Users either directly or indirectly, is considered Personal Data.

“Your Data” Examples of the types of data We collect in connection with Our Products include: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us.

“Anonymized Data” is data that does not itself identify any individual and that is unlikely to allow any individual to be identified through its combination with other data.

Information We Collect

We gather the various types of information below:

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- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.
- **Device Information:** We log information about You and/or Your Authorized User's computing device when they use the Products including the device's unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized Users' computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users' computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific data elements that are stored by each Product can be found [HERE](#).
- **Information Generated from using the Products:** We store information generated by Authorized Users' use of the Products. The specific data elements that are stored by each Product can be found [HERE](#).

Legal Basis for Processing Personal Data

The GDPR requires that We have a valid legal basis to allow Our processing of Personal Data in the manner We describe in this Privacy Notice. Our legal basis for collecting and using Personal Data will depend on the type of data and the specific context in which We collect it.

We will normally process Personal Data only where: (a) We have your consent to do so; (b) We need Personal Data in order to perform a contract with You; (c) the processing of Personal Data is in Our legitimate interests and not overridden by Your data protection interests or fundamental rights and freedoms; (d) We have a legal obligation to process Personal Data or in order to exercise, establish or defend legal claims.

Here are some examples:

- **Performance of a Contract:** when We provide Authorized Users with access to Our Products, We are acting in Our role as Your Data Processor and Our legal basis for data processing is the fulfillment of Our Terms of Service & License with You.
- **Legitimate Interests:** some examples of when this legal basis for data processing might apply include communicating with Educators, participating in research studies with governmental departments, agencies or ministries, processing payments, securing Our network from intrusion or providing technical support.
- **Consent:** an example of when this legal basis for data processing might apply is Your optional participation in a User Experience study.
- **Legal Requirement:** an example of when this legal basis for data processing might apply is to respond to a lawful request by a public authority.

How We Use Information

We take Your privacy seriously. Truly. We won't use Personal Data to do anything other than what We describe below. We use Personal Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To anonymize Personal Data so that Anonymized Data can be used as follows:
 - aggregate reporting and analytics purposes
 - general research and the development of new technologies
 - improving educational products
 - developing and improving educational sites, services and products
 - where applicable, to support any of the uses above or any other legitimate business purpose

How We Share Information

The privacy of Personal Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Personal Data in the following limited circumstances:

- **Parent Company:** We may share Personal Data with Our parent company, Renaissance Learning, Inc., for the purposes of fulfilling Our services to You.
- **Vendors:** We may share Personal Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Personal Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Personal Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Personal Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.
- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Personal Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Research:** We may share Personal Data with **Governmental Departments, Ministries or Research Agencies** (*for example*, in the United Kingdom, the Department for Education, Education Policy Institute, National Literacy Trust); **or entities working under their authority** to support alignment studies and educational research. In such an event, We will conduct a “Legitimate Interest Assessment” and only move forward in instances where participation in such research could be reasonably expected by Data Subjects and minimally invasive or where there is a compelling justification for the processing.
- **Protection:** We may disclose Personal Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Anonymized Data:** We may share Anonymized Data.
- **Third Parties You Authorize:** We may share Personal Data with third parties that You have authorized.

Security

The security of Personal Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Personal Data.

Data Storage Location

- **myON Product:** Personal Data is stored on servers in the **United Kingdom**. Personal Data is **accessible from the United States**.
- **All other Renaissance Products:** Personal Data is stored on servers in the **United States**.

Data Transfer & Privacy Shield Notice

Renaissance’s parent company, Renaissance Learning, Inc., participates in and complies with the EU-US Privacy Shield Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of Personal Data transferred from the European Union and the United Kingdom to the United States in reliance on the Privacy Shield. Please see Our [Privacy Shield Notice](#) for more information.

Data Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Personal Data from the Products.

Contractual Customers: When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Personal Data for removal. If You are using Our Freckle Product, You have the option to transfer to Our Freckle Product Free-Version prior to having Personal Data removed.

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We provide these options to ensure We will be able to restore access to Personal Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Personal Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

Freckle Product Free-Version: If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Personal Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Personal Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable Data Protection Legislation requires Us to keep any Personal Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use Anonymized Data across all of Our Products.

Privacy Rights

As Your Data Processor, We are only authorized to process Personal Data per Your documented instructions as agreed upon when accepting Our Terms of Service & License Agreement, Data Protection Addendum, Model Clauses (if applicable) and this Privacy Notice. We won't delete, change or divulge any of Personal Data except as agreed upon.

We celebrate You and Your Authorized Users' data rights! As Your Data Processor, We will notify You, as the Data Controller, of any requests We receive from Data Subjects in a timely manner. As Your Data Processor, We will take any reasonable supporting action required by You in Your response to a Data Subject. You are responsible for the content of Your Data. You can retrieve an Authorized User's Personal Data using the Products' dashboard(s). If You receive a request from a Data Subject to change or delete their Personal Data, You can make the changes to the source data within Your systems. The Products refresh Your Data on a regular basis.

Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Personal Data without notifying You.

Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to privacy@renaissance.com or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78th St, Suite 220, Bloomington, MN 55439.