

The Moore Public Schools (MPS) Center for Technology Data Privacy and Technology Integration Survey was adapted from the Consortium for School Networking (CoSN) Privacy Toolkit to ensure potential MPS partners understand their duty and responsibility as well as the expectation of MPS regarding cybersecurity, data privacy, and the Family Educational Rights Privacy Act (FERPA) regarding the storage and management of student data.

MPS also follows guidance from the [Department of Education Student Data Privacy](#) and from [Access for Learning Community](#).

MPS strives to “Create Connections” for our students and staff – ensuring safe, efficient, and effective operations and communication is central to this process.

**Completion of this survey does NOT guarantee a contract with the vendor or service provider.  
Please complete this document and email to MPS contact that sent you the survey.**

Current as of 11May2022

### DATA PRIVACY AND TECHNOLOGY INTEGRATION SURVEY

--To be completed by potential MPS partner--

Potential Partner Company Name: ZSPACE, INC.

Completed Date: 10/25/2022

Name of Person Completing: Joseph Powers/CFO (signer) Admin for questions: Dawn Khatami

Phone of Person Completing: 408-498-4103

Email of Person Completing: RFP@zsapce.com

I affirm that all information below is accurate and true as to our company's data privacy and integration practices.

Account Representative Name and Signature: \_\_\_\_\_

9A1252CC2D1D4B5...  
Joseph Powers

**--If you ONLY provide links to your website and do NOT complete the information requested will be returned and may result in your exclusion for consideration--**

#### Data Collection

Do you **AND** your associated 3<sup>rd</sup> Parties comply with all federal and state requirements like FERPA, COPPA, etc as defined by [Protecting Student Privacy | U.S. Department of Education](#) for any and all functions, such as analytics or PII?

**zSpace complies with current data privacy regulations, such as FERPA and COPPA, as referenced in replies to other questions in this survey and more fully described [here](#) attached.**

Do you **AND** your associated 3<sup>rd</sup> Parties **COMPLY** with the General Data Protection Regulation (GDPR)? GDPR became enforceable on May 25, 2018. **Please provide a direct link to your public GDPR policy.**

GDPR governs companies operating in EU member states as well as international entities interacting with EU residents. There isn't (yet) a U.S. equivalent to GDPR. We lack regulations that cover consumer privacy and data security in all industries. Some proposed regulations include the [American Data Dissemination Act](#), the [Consumer Data Protection Act](#), and the [Data Care Act](#). At this point, however, no proposal has gained enough support in Congress to become law.

With the above said, zSpace is currently reviewing its compliance with GDPR for our international operations and the resulting implications for operations here in the U.S.

If the you **AND/OR** the 3<sup>rd</sup> party does NOT meet above standards, do you assume risk and all associated costs such as mitigating data breach, credit history checks, etc?

**As stated above, zSpace meets the applicable U.S. standards as provided in our referenced documentation.**

**--If applicable and any of the above answers are "NO", this potential provider does NOT comply with federal guidance/policy and is a risk to MPS student/staff data. --**

## Data Security and Portability

Do you guarantee data portability in a usable format of all data elements collected and stored for MPS? What format will you provide this data back to MPS?

**Please refer to the zSpace "Application Data Collection" statement fully described [here](#) and attached. We do not collect PII. To the extent any data is collected, it would be provided in CVS format.**

Do you (including all associated 3<sup>rd</sup> parties) guarantee all data will be deleted with certification upon completion of a contract within 60 days? **We do not collect PII. To the extent any data is collected, yes, data will be deleted.**

Have you experienced any internal or external data breach or cybersecurity event within the last 24 months? If so, what was the issue and please explain action taken to communicate and resolve. **A non-disclosure can be signed as needed.**

**NO**

Will any data be stored outside the United States? Where is it stored? **NO**

How is your data at rest encrypted and protected (e.g. just passwords, passwords and sensitive data, all data)?

**AWS (Amazon Web Services)**

If the application is multi-tenant (several districts on one server/instance) hosting, how is data and access separated from other customers in the event of a data breach or event?

**zSpace does not host data on servers. Please refer to the zSpace "Application Data Collection" statement fully described [here](#) and attached.**

How does the provider protect data in transit (e.g. SSL, hashing)?

**zSpace uses TLS, which is the successor to SSL, to protect data in transit.**

Does the provider perform background checks on personnel with administrative access to servers, customer data? **You may be required to complete a "Declaration by Vendor" certifying your company has completed a sex offender verification on any employee with access to our student's records or access to our facilities.**

**YES**

Does the provider perform regular risk assessments, penetration testing, vulnerability management, and intrusion prevention?

**YES**

Are backups performed and tested regularly and stored off-site?

**YES**

**Will you provide certification of data destruction upon completion of contract? MPS requires all data to be provided back to MPS and associated data destroyed on your servers and/or third parties within 60 days of termination of contract.**

**YES**

## Instructional Technology (IF APPLICABLE)

Have you signed the K-12 School Service Provider Pledge to Safeguard Student Privacy 2020? Are you willing to comply and sign the privacy pledge? [Take The Pledge - Student Privacy Pledge | Pledge to Parents & Students](#)

**Yes. Submitted 10.25.2022**

Do you **AND** your associated 3<sup>rd</sup> Parties ensure compliance with federal requirements under the Children's Internet Protection Act (CIPA) defined by the FCC's [Children's Internet Protection Act \(CIPA\) | Federal Communications Commission \(fcc.gov\)](#). **Failure to maintain CIPA compliance my result in immediate termination of contract and repayment back to the district.**

zSpace agrees: (1) that to the extent our products are provided on-line and MPS is subject to CIPA, (2) it will comply, within a reasonable time frame, with MPS requests relating to CIPA, and (3) it will maintain compliance as set forth in our referenced documentation, as authorized by you or permitted or required by applicable law. For a more complete explanation of zSpace on-line access and collection of data in its applications please see Overview of zSpace Applications and PII and zSpace Application Data Collection available [here](#) and attached.

Have you been vetted by another state educational entity that is part of the [Access for Learning Community](#) or state educational privacy alliance that is part of the COSN network. If so, please identify the state.

No. Not at this time.

Do you offer Single Sign On (SSO) or Rostering for teacher and/or student accounts? If so, can you work with our current solution(s) with OneRoster, Clever, Kimono, and GG4L **without** modifications or "work-arounds"? Is there an added cost?"

**zSpace does not offer SSO at this time. We are currently looking to incorporate the capability in the future.**

Does your platform fully integrate with Canvas, Clever, Infinite Campus? Do you charge for these integrations?

**Please refer to the zSpace "Application Data Collection" statement fully described [here](#) and attached. zSpace does not collect PII or other data to integrate with these systems.**

(If applicable) Does your application allow for grade pass back to Infinite Campus and/or Canvas? **NO**

Does this program have embedded videos through Youtube, Vimeo, or other streaming sources?

- Are the videos under a specific channel for ease of whitelisting settings?
- Provide example URL
- Vimeo
- Youtube
- Other: Please identify. **NO**

Does your instructional platform have stand-alone iOS and Android apps as opposed to accessing via web platform? **NO**

**To be completed by MPS Staff:**

Y / N – Did the company provide the data checklist (Spreadsheet)

Y / N - Does the company adhere to federal/state/district data privacy regulations/guidance?

Y / N – Does the company integrate with MPS's current systems?

Y / N – Does the company meet the minimum requirements for their data security and implementation?

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

If you are using our applications through a school program, your personal data may be subject to the Family Educational Rights and Privacy Act (FERPA) and Children’s Online Privacy Protection Act (COPPA). zSpace commits to protect and secure student data in the manner that FERPA requires and, also, agrees to act as a “school official” to the extent our services are used to store regulated student records in accordance with 34 Code of Federal Regulations (CFR) §99.31(a)(1). To the extent COPPA applies to information we collect, we process such information for educational purposes only, at the direction of the partnering school customer and on the basis of educational institution consent. zSpace applications can be used in compliance with the Children’s Online Privacy Protection Act (COPPA).

For more data regarding FERPA, please visit the [FERPA site](#) and the [U.S. Department of Education website](#) for more information. For more information on COPPA, please visit the [COPPA site](#) and the [Federal Trade Commission website](#) for more information.

For a more complete explanation of zSpace collection of data in its applications please see Overview of zSpace Applications and PII and zSpace Application Data Collection available [here](#).

### Education Providers and the Family Educational Rights and Privacy Act (FERPA)

If you are an Education Provider (as defined below) who will be using Products with Students in connection with your educational institution, district or class located or based in the United States, Student Data provided or generated through your or your Students’ use of Products may be subject to the U.S. Family Educational Rights and Privacy Act (“FERPA”), which may require educational institutions and school districts to obtain parental consent before disclosing Student Data outside of the educational institution. For that reason:

1. You represent and warrant that: (1) you are authorized to act on behalf of, or have permission from, your educational institution or school district to enter into this Agreement and to use the Products with your Students, (2) if at any point in time you are no longer authorized to act on behalf of your educational institution or school district, you will remove any student material from any account you have access to in connection with Products and close any account for Products used by you solely as an Education Provider, and if you are unable to take these actions on your own, contact zSpace for assistance, (3) before you enroll, sign up or permit any Student to use Products, you, your educational institution, or your district will obtain any consents required under applicable law to be provided by a Student or the Student’s parent or legal guardian consenting to the Student’s use of Products made available to the Student by the Education Provider, and (4) you will not provide to zSpace Student Data of any Student . Notwithstanding the foregoing, when using Products, you may provide Student Data of a Student, if you first obtain a signed and dated consent form that is voluntarily provided by the Student’s parent or legal guardian.
2. zSpace agrees that: (1) to the extent that Education Providers subject to FERPA provide zSpace with Student Data, zSpace will be considered a "school official" (as that term is used in FERPA and its implementing regulations), (2) it will comply, within a reasonable time frame, with your requests to review, modify, de-identify or delete any Student Data that zSpace maintains about your Student, and (3) it will not maintain, use, or disclose Student Data except as set forth herein and in the [zSpace Privacy Statement](#), as authorized by you or permitted or required by applicable law or a judicial order.

### Defined Terms

“**Education Providers**” means educational institutions and teachers, administrators, school district representatives and other individuals acting on behalf of the educational institution or the school district, who provide Students with access to Products and/or work with Students in connection with Products.



**“Products”** means zSpace software or zSpace services made available by zSpace pursuant to the terms of the applicable software license agreement, terms of use or terms of service.

**“Student”** means an individual person enrolled as a student at an Education Provider.

**“Student Data”** means information maintained by zSpace or any third party on zSpace’s behalf relating to a Student, including any education records (as defined under FERPA) that are disclosed by Education Providers to zSpace, except that Student Data does not include a record that has had personal data removed such that the Student’s identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.



## Application Data Collection

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### Application Technology Meta Data / Other application technology meta data

zSpace collects analytics as a means of providing our customers with usage data so they are better informed regarding how zSpace plays a role in their educational community. These analytics contain no student or PII. They contain only machine information and date/time information to provide analytics data such as: total usage, usage by application, average session time, etc.

We take every reasonably available precaution to protect our users' information. zSpace restricts access to all of our users' information. Only employees who need access to users' information to perform a specific job are granted access to this information. Furthermore, all employees are kept up-to-date on our security and privacy practices.

Should on-line access be necessary, zSpace utilizes Amazon Cognito for authentication to our web properties which is HIPAA eligible and PCI DSS, SOC II, and ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and ISO 9001 compliant. You can see more details here - <https://aws.amazon.com/cognito/>. Our internal information servers are SOC II Type 2 certified.

### Student Name / First and/or Last

"Some zSpace applications may request a student to enter his/her first and/or last name as part of submitting an assignment or activity to the teacher. However, these submissions are not cloud based and never leave the local LEA and are never used by zSpace. They are used only by the teacher to identify the student (or group of students) that submitted the activity".

### Student work / Student generated content; writing, pictures, etc.

"Some zSpace applications may request that a student submit an assignment or activity to the teacher. In this case, that assignment will contain student generated content in the form of written answers, explanations, etc. It may also contain pictures taken through the application so a student can provide a graphical representation of his/her findings. However, these submissions are not cloud based and never leave the local LEA systems and are never used by zSpace. They are used only by the teacher to evaluate the student's activity progress and/or findings".

### Other

"While zSpace does not directly request any PII (unless noted above), some zSpace applications allow the student to enter free-form text as part of providing answers or findings. In this case, while there is no reason for the student to enter any PII, it is possible they could include personal information as part of those entries. However, any student provided data is not cloud based and never leaves the local LEA systems and is never used by zSpace".



## Overview of zSpace Applications and PII

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To Whom It May Concern:

This document addresses how zSpace technology and software is used.

The zSpace hardware systems come pre-loaded with Windows 10 and the learning software applications. You can see the specifics on the technical specifications for our systems at these links.

<https://cdn.zspace.com/collateral/brochures/inspire-pro-techspecs.pdf>

[https://cdn.zspace.com/collateral/collateral/brochures/zSpace-AIO-TechSpecs\\_AppOverview.pdf](https://cdn.zspace.com/collateral/collateral/brochures/zSpace-AIO-TechSpecs_AppOverview.pdf)

[https://cdn.zspace.com/collateral/zSpaceLaptopTechSpecs\\_060419.pdf](https://cdn.zspace.com/collateral/zSpaceLaptopTechSpecs_060419.pdf)

zSpace applications are run from code installed on the systems and only require an internet connection to update and license the pre-installed applications and the operating system, as well as add any software in the future that might be purchased that was not previously installed.

**zSpace does not collect any student information or utilize student logins. Further information on data collection from zSpace applications is in the attached “Applications Data Collection Statement”.**

We do provide a web site (go.zspace.com) and associated local web service (running on the local system not in the cloud) to facilitate launching local applications previously installed on the system. This site does not provide login capabilities or collect any information beyond standard website usage analytics. This site (go.zspace.com) is provided as a convenience to facilitate teachers and students finding the zSpace content located on the local machines. We do provide the user of the site an ability to click on an emoji letting us know if they enjoyed the experience, but it is not required and is of course anonymous since we do not ask for or retrieve any student information. Using go.zspace.com is not required to launch or use the applications. This article provides some more information.

[https://support.zspace.com/s/article/zSpace-zCentral-User-Guide?language=en\\_US](https://support.zspace.com/s/article/zSpace-zCentral-User-Guide?language=en_US)



## Overview of zSpace Applications and PII

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Like most companies, zSpace provides a website targeting both buyers and customers. This site, [www.zspace.com](http://www.zspace.com), is not intended for or marketed for student use. We also maintain social media accounts that are used for marketing and customer communication. No social media is required or intended to be used by students. The website terms and conditions, located at [zspace.com](http://zspace.com), reflect the usage of the site as described above. This customer site, [zspace.com](http://zspace.com), does have the ability for a teacher/customer to create a login to facilitate usage of our customer forums and online learning platform. Again, the forum and online learning is ONLY for teachers/customers and not for any students.

Regarding third party links, collection of information, surveys and social media, our teacher community, and marketing site, [zspace.com](http://zspace.com), like other education companies (e.g. <https://www.mheducation.com/terms-use.html>) these terms do not apply to the use of our educational or instructional products or services, which are governed under our software licensing terms (<https://zspace.com/legal/end-user-license-agreements>). We do not collect any student account information and therefore have no ability to contact students. We do communicate with our teacher/customer community that have decided to register on [zspace.com](http://zspace.com), using HubSpot email automation and automated survey tools to collect feedback. It is optional for teachers/customers to provide feedback and they can opt out at any time.

We welcome the opportunity to address any questions or concerns.

Sincerely,

zSpace, Inc.