Data extraction – exiting SIMS & FMS

Customer briefing note

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SIMS

part of ParentPayGroup

Version History

Date	Version	Author	Comment
20/12/2023	V1.1	Darren Pepper	Release Version
21/12/2023	V1.1	Darren Pepper	Clarification added regarding interfacing programs and the use of scripts.
05/02/2024	V1.2	Darren Pepper	Clarification added regarding customer obligations when an ESS Software Agreement expires. This guidance has also been issued a sperate document on KB0054129

Introduction

When a customer leaves SIMS and FMS there is a requirement for the customer to extract data both for archival purposes and to populate a new MIS. The SIMS and FMS products (the **SIMS Software**) and related databases (**SIMS Databases**) contain a range of intellectual property belonging to or licenced to ESS. The process of extracting data must be approached in line with the terms and conditions of the customer's SIMS / FMS agreement (**SIMS Agreement**) as well as legislation concerning Data Protection and the protection of Intellectual Property.

This document sets out a basic guide to what is and what is not permissible when extracting data from SIMS and FMS. This document does not constitute legal advice and is not a replacement for the terms and conditions of your SIMS Agreement. Customers are reminded that they should always be familiar with the terms of their existing Agreement(s).

Uncontrolled if saved or printed please refer to the latest version at
https://customer.support-ess.com/csm?id=kb_article_view&sysparm_article=KB0054129

SIMS - Extracting Data

A customer exiting SIMS will need to extract some or all of their data (**Customer Data**) from SIMS so that it may be archived or used to populate an alternative MIS. Not all things stored in SIMS are Customer Data. While the data a customer enters directly into the SIMS Software, or indirectly through processes like data import, is Customer Data, ESS also has significant Intellectual Property (**IP**) within the SIMS Databases and the SIMS Software. It is important that this IP is not retained after a customer terminates their SIMS Agreement and that this IP is not accessed by, or given to, third parties.

What is allowed.

Report generation

The SIMS Software has a comprehensive reporting engine that can be used to extract data from SIMS and FMS. By running a series of reports, appropriate data for archive or migration to another MIS / financial management system can be generated. Providing access to data in this way is the methodology used by most MIS and financial management system vendors.

A guide to Designing Reports in SIMS is available to download: https://customer.support-ess.com/csm?id=kb_article_view&sysparm_article=KB0037285. A guide to running the three defined reports for FMS can be found in the FMS Getting Started Guide on page 85 and the FMS General Ledger handbook available for download, see pages 103 & 106.

Once extracted the reports can be stored or used as the source data to provision an alternative MIS or financial management system. If the data is to be imported into another system, that system should specify if creating reports in XML or CSV format is required.

Some systems may require some data in Common Transfer Format (**CTF**). This can be produced under Routines | Data Out | CTF | Export CTF. A 'general CTF' should be exported for the groups and pupils required.

It is the responsibility of the customer to ensure that any output from the SIMS Software reporting functions is stored and transmitted in accordance with Data Protection legislation and the customer's policies. It is also the customer's responsibility to ensure the completeness and integrity of the data extracted.

Archive service providers and other MIS providers

A customer may use an archive service provider or an alternative MIS or financial management system provider to assist them in extracting data from the SIMS Software provided that these third parties are either customers of a data aggregator or are registered ESS Technical Integrators. In either case the third party or their chosen data aggregator must have pre-

registered their interest in extracting the customer's data. These third parties may extract the customer's data through the following methods.

i. if they are an ESS Technical Integrator, by using an application that adheres to the terms of the ESS Technical Integrator agreement; or
ii. if they are not an ESS Technical Integrator, via a data aggregator (for example, Wonde or Groupcall) who is an ESS Technical Integrator (aggregator).

What is not allowed.

The SIMS Software and the SIMS Databases contain a large amount of ESS and third party IP. ESS IP contained within the SIMS Databases includes over 14,000 ESS stored procedures (software written by ESS to read and write data from the database), the SIMS Database designs and both ESS and third party proprietary data. The SIMS Software and the SIMS Databases may not be copied, in whole or in part, other than for backup purposes during the term of your SIMS Agreement. Neither the SIMS Software, the SIMS Databases or copies or backups of the same may be passed to third parties, whether for the purpose of data extraction or otherwise, since this would infringe ESS IP rights. Third parties could be but are not limited to:

- A SIMS or other MIS support unit
- Another MIS supplier or its representatives or agents, or
- A managed service provider.

A third party must not be given access to the live SIMS / FMS installation unless they are an authorised SIMS Technical Integrator and are accessing the SIMS Software through the integration points covered by their ESS Technical Integrator Agreement.

A third party must not be given access to or a copy of the SIMS document store. Third parties that are authorised SIMS Technical Integrators are able to retrieve documents from the document store through the integration points covered by their ESS Technical Integrator Agreement.

A customer or a third party must not Interface with the SIMS, FMS or SIMS Document Store databases, or a backup copy of these databases in a manner that is not authorised through a relevant agreement with ESS. This includes but is not limited to writing programmes that interface directly with the database including the use of SQL scripting or other direct database access.

SIMS - Archiving Data

As a customer you may need to store data beyond the end of your SIMS Agreement for:

- Current ongoing business purposes
- Historical comparative purposes, or
- Compliance needs - some records must be maintained for extended periods.

What is allowed.

A customer with an active SIMS Agreement may continue to use and access the data stored in their SIMS Databases and the obfuscated document store using the SIMS Software even after they have transferred to another MIS or storage system.

Customers may extract the Customer Data from the SIMS Databases using one of the above permissible methods and may:

- store this Customer Data in physical form (for example as a printed record)
- store this Customer Data in the format as extracted.
- import this Customer Data into an alternative MIS or financial management system the customer has procured, or
- import this Customer Data into an archival or storage system the customer has procured.

What is not allowed.

A customer may not continue to access the SIMS Software, the SIMS Databases or the SIMS document store beyond the term of their SIMS Agreement.

A customer must not cause or allow a third party to access the SIMS Software, the SIMS Databases or the SIMS document store unless they are an ESS Technical Integrator who has pre-registered their interest in extracting the customer's data and the third party's proposed access is consistent with the terms of their Technical Integrator agreement with ESS.

A customer or a third party must not Interface with the SIMS, FMS or SIMS Document Store databases, or a backup copy of these databases in a manner that is not authorised through a relevant agreement with ESS. This includes but is not limited to writing programmes that interface directly with the database including the use of SQL scripting or other direct database access.

A third party may not maintain an integration with the SIMS Software, the SIMS Databases or the SIMS document store beyond the term of the customer's SIMS Agreement.

Customer obligations when a SIMS Agreement ends.

When a SIMS Agreement ends, the right of the customer (or a school that has been granted access under a central contract) to use the SIMS Software and documentation covered by that agreement ceases on the date of termination.

ESS's standard SIMS Agreement terms require the customer to return the SIMS Software and documentation, and any media onto which the software and documentation have been copied, to ESS immediately following termination or, alternatively, if so, requested by ESS, to destroy or

erase the SIMS Software and documentation and confirm this in writing to ESS. This is the situation unless the customer (or a school that has been granted access under a central contract) has entered into a new SIMS Agreement with ESS effective immediately from the expiry date of a current SIMS Agreement.

Where a customer (or a school that has been granted access to the SIMS Software under a central contract) chooses not to enter into a new SIMS Agreement but wishes to continue to access some or all of their Customer Data, they will need to ensure that they have put in place a route to access this Customer Data prior to their existing SIMS Agreement expiry date. This will usually be by migrating the required Customer Data to their new software provider or extracting the Customer Data to an appropriate archive. It should be noted that no school is permitted by ESS to continue to access their Customer Data via the SIMS Software or to retain copies of the SIMS Databases where they do not have (or are not covered by) a current and valid SIMS Agreement.

It is not permissible to continue to use ESS Software or access data through it after the SIMS Agreement ends.

Where a customer (or a school that has been assigned access under a central contract) chooses not to enter into a new AE or Subscription agreement but wishes to continue to access some or all of their data, they will need to ensure that they have put in place a route to access prior to the expiry date.

This will usually be by generating and retaining the necessary reports within SIMS or migrating the required data to their new software provider through ESS-approved methods, in each case prior to switchover.

It should be noted that no school is permitted by ESS to continue to access their data via SIMS or FMS software where they do not have a current and valid AE or Subscription agreement.

It is not permissible to retain copies of the software or database after your SIMS Agreement ends.

Some customers or schools that have been assigned access under a central contract are under the assumption that a 'perpetual' licence is in existence for the SIMS software, and this enables the retention of the software or database after the end of the AE or Subscription Agreement. Please refer to the Annual Entitlement (AE) agreement which clearly states the requirement for the customer to return the software and documentation, and any media onto which the software and documentation have been copied, to ESS immediately following termination or, alternatively, if so requested by ESS, to destroy or erase the software and documentation and confirm this in writing to ESS.

This is the situation unless they (or a school that has been assigned access under a central contract) have entered into a new AE or Subscription agreement with ESS effective immediately from the expiry date of the current agreement.

The word "perpetual" needs to be read in the context of these overriding obligations and is conditional upon them. In reality, every licence is limited to the period of time an Annual Entitlement (AE) or Subscription agreement is in place, as is made clear under the terms of the relevant agreements, and any "perpetual licence" is conditional upon this

FMS - Extracting Data

A customer exiting FMS will need to extract specific data to populate an alternative finance product with items such as opening balances, outstanding transactions and the chart of accounts. However, not all things stored in FMS are the customer's property. While the data a customer enters directly or indirectly through processes like data import is customer data, ESS also has IP within the FMS database and the FMS software. It is important that this IP is not retained after the SIMS Agreement under which FMS has been licensed to the customer terminates and that this IP is not accessed by, or given to, a third-party.

What is allowed.

Report generation

FMS provides a comprehensive reporting engine that can be used to extract data from FMS. By running a series of reports, appropriate data for archive or migration to another financial management system can be achieved. Providing access to data in this way is the methodology used by most financial management system vendors.

The key items that are required to move to another financial management system are:

- The chart of accounts
- Outstanding transactions report, and
- The trial balance report.

Other data may be extracted for archival purposes using the reporting engine.

A guide to running the three defined reports can be found in the FMS Getting Started Guide on page 85 and the FMS General Ledger handbook available for download, see pages 103 & 106.

Once extracted the reports can be stored or used as the source data to provision an alternative finance product.

It is the responsibility of the customer to ensure that any output from the FMS application is stored and transmitted in accordance with Data Protection legislation and the customer's

policies. It is also the customer's responsibility to ensure the completeness and integrity of the data extracted.

What is not allowed.

The FMS software and the FMS database may not be copied, in whole or part, other than for backup purposes. Neither the FMS software, the FMS databases or copies or backups of the same may be passed to third parties, whether for the purpose of data extraction or otherwise, since this would infringe ESS IP rights. Third parties could be but are not limited to:

- A SIMS or other MIS support unit
- Another financial management system supplier, or its representatives or agents, or
- A managed Service provider

A third party must not be given access to the live FMS installation unless they are an authorised ESS Technical Integrator and are accessing the FMS software through the integration points covered by their ESS Technical Integrator Agreement. It should be noted that for FMS only a portion of the data is available using this method. Using the report generator provides greater fidelity and a broader range of data.

A customer or a third party must not Interface with the SIMS, FMS or SIMS Document Store databases, or a backup copy of these databases in a manner that is not authorised through a relevant agreement with ESS. This includes but is not limited to writing programmes that interface directly with the database including the use of SQL scripting or other direct database access.

FMS - Archiving Data

As a customer you will need to store data beyond the end of your SIMS Agreement. You may want to keep data for:

- Current ongoing business purposes
- Historical comparative purposes, or
- Compliance needs: some records must be maintained for extended periods.

What is allowed.

A customer with an active SIMS Agreement that covers the licensing of FMS may continue to use and access the data stored in their FMS database using the FMS software even after they have transferred to another financial management system.

Customers may extract the Customer Data from the FMS database using the above permissible methods and may:

- store this Customer Data in physical form (for example as a printed record)
- store this Customer Data in the format as extracted.
- import this Customer Data into an alternative financial management system the customer has procured, or
- import this Customer Data into an archival or storage system the customer has procured.

What is not allowed.

A customer may not continue to access the FMS software or the FMS database beyond the term of the FMS Agreement.

A customer must not cause or allow a third party to access the FMS software or the FMS database unless they are an ESS Technical Integrator who has pre-registered their interest in extracting the customer's data and the third party's proposed access is consistent with the terms of their Technical Integrator agreement with ESS.

A third party may not maintain an integration with the FMS software or the FMS database beyond the term of the customer's SIMS Agreement under which the customer is licensed to use FMS.

A customer or a third party must not Interface with the SIMS, FMS or SIMS Document Store databases, or a backup copy of these databases in a manner that is not authorised through a relevant agreement with ESS. This includes but is not limited to writing programmes that interface directly with the database including the use of SQL scripting or other direct database access.

Customer obligations when an FMS Annual Entitlement Agreement expires.

When a SIMS Agreement ends, the right of the customer (or a school that has been granted access under a central contract) to use the FMS software and documentation covered by that agreement ceases on the date of termination.

ESS's standard SIMS Agreement terms require the customer to return the FMS software and documentation, and any media onto which the software and documentation have been copied, to ESS immediately following termination or, alternatively, if so, requested by ESS, to destroy or erase the FMS software and documentation and confirm this in writing to ESS. This is the situation unless the customer (or a school that has been granted access under a central

contract) has entered into a new SIMS Agreement with ESS effective immediately from the expiry date of a current SIMS Agreement.

Where a customer (or a school that has been granted access to the FMS software under a central contract) chooses not to enter into a new SIMS Agreement but wishes to continue to access some or all of their Customer Data, they will need to ensure that they have put in place a route to access this Customer Data prior to their SIMS Agreement expiry date. This will usually be by migrating the required Customer Data to their new software provider or extracting the Customer Data to an appropriate archive. It should be noted that no school is permitted by ESS to continue to access their Customer Data via the FMS software or retain copies of the FMS database where they do not have (or are not covered by) a current and valid SIMS Agreement.

For completeness this is the case for all ESS software including but not limited to SIMS, FMS, SIMS Finance, Nova T, Parent App, InTouch, and Teacher App

It is not permissible to continue to use ESS Software or access data through it after the SIMS Agreement ends.

Where a customer (or a school that has been assigned access under a central contract) chooses not to enter into a new AE or Subscription agreement but wishes to continue to access some or all of their data, they will need to ensure that they have put in place a route to access prior to the expiry date.

This will usually be by generating and retaining the necessary reports within SIMS or migrating the required data to their new software provider through ESS-approved methods, in each case prior to switchover.

It should be noted that no school is permitted by ESS to continue to access their data via SIMS or FMS software where they do not have a current and valid AE or Subscription agreement.

It is not permissible to retain copies of the software or database after your SIMS Agreement ends.

Some customers or schools that have been assigned access under a central contract are under the assumption that a 'perpetual' licence is in existence for the SIMS software, and this enables the retention of the software or database after the end of the AE or Subscription Agreement. Please refer to the Annual Entitlement (AE) agreement which clearly states the requirement for the customer to return the software and documentation, and any media onto which the software and documentation have been copied, to ESS immediately following termination or, alternatively, if so requested by ESS, to destroy or erase the software and documentation and confirm this in writing to ESS.

This is the situation unless they (or a school that has been assigned access under a central contract) have entered into a new AE or Subscription agreement with ESS effective immediately from the expiry date of the current agreement.

The word “perpetual” needs to be read in the context of these overriding obligations and is conditional upon them. In reality, every licence is limited to the period of time an Annual Entitlement (AE) or Subscription agreement is in place, as is made clear under the terms of the relevant agreements, and any “perpetual licence” is conditional upon this

Appendix 1: What IP is within a SIMS or FMS Database.

1) The SIMS Databases contain ESS and third party IP, including, but not limited to:
   a) The database design, structure and data schema
   b) The relationship between tables and data items
   c) Field names
   d) Stored Procedures
   e) Calculated values derived using ESS or third party IP.
   f) Specific templates that cause the display of data in a specified format
   g) Data elements added to allow the system to function effectively such as but not limited to:
      i) GUIDs
      ii) Internal references
      iii) Metadata
2) The SIMS Databases also contain third-party IP in the form of ESS licensed assessment algorithms that are embedded within the SIMS Software for the purpose of calculating elements of calculated values.
3) 'Customer Data' belongs solely to the customer and is limited to:
   a) Any data the customer has keyed into the system; or
   b) Any data the customer has caused to be imported into the system through import or integration methods; and
   c) Certain calculated values

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