This document relates to intellectual property developed by a student on pre-entry clinical placement.

1. Intellectual property

Intellectual property captures the creative, intellectual or administrative effort involved in developing or improving a wide range of intangible assets. Generally speaking, any innovative product, process or idea that provides, or could provide, Queensland Health with a better health outcome is likely to constitute important intellectual property. Queensland Health intellectual property generally falls into one of the five categories: copyright, patents, trade marks, designs and trade secrets. More information can be found on the Intellectual Property page of the Office of Health and Medical Research.

In relation to pre-entry student placements, intellectual property may include, among other things, copyright on materials developed by students on placement such as processes, programs, educational resources, tools, surveys, forms, art work, and logos.

2. Negotiations between students and placement sites

2.1 Considering the need for negotiation

Placement sites need to consider whether they will routinely negotiate with students regarding intellectual property rights based on the nature of students’ work integrated learning on the placement. For example, if the placement requires students to develop patient education materials under supervision, and these materials may be used in future patient care, then the Hospital and Health Service should decide how they will negotiate with the student regarding intellectual property rights.

2.2 Student Deed Poll

All allied health students arriving at Hospital and Health Service facilities for pre-entry clinical placements will have signed a Student Deed Poll, which is kept at their university.

Sections 3 and 4 in the Student Deed Poll relate to intellectual property.

The Student Deed Poll:

- provides that Queensland Health retains ownership of Patient Treatment Records
- does not provide any other right for Queensland Health or Hospital and Health Services to use any student developed material, in the absence of agreement with the student.
- provides that, in some circumstances, the student and the placement site will negotiate a separate agreement dealing with ownership and licence to use intellectual property.
2.3 University-generated agreements

A student may present at placement with an intellectual property agreement generated by their university. Clinical educators need to be aware of their Hospital and Health Service policy on such agreements. It is unlikely that a clinical educator will be an authorised delegate for signing these contracts. Legal advice should be sought prior to entering into any agreement provided by a university.

2.4 Other agreements

Hospital and Health Services may have their own template for intellectual property agreement. If they do not have their own template, Hospital and Health Services may choose to use an exiting template such as that provided by the Office of Health and Medical Research (OHMR): ‘Permission to use student-developed intellectual property’.

If the decision is made to use a Hospital and Health Service document or other agreement then it is recommended that this negotiation occur at the commencement of each student placement.

2.5 Contracts for research projects

Where students participate in research projects, or contribute to significant projects or publications, then intellectual property arrangements should be carefully considered prior to the student commencing work on the project. Consideration needs to be given to Queensland Health obligations under other contracts regarding ownership of other intellectual property, and future commercialisation of the intellectual property. It is recommended that Hospital and Health Services have in place contracts to manage the intellectual property related to research outcomes contributed to by students in conjunction with Hospital and Health Service staff. Hospital and Health Service legal advice should be sought on the drafting, consultation and delegation for signing of these contracts.

3. Delegation to sign contracts

Hospital and Health Service will have in place instruments of delegation that nominate contract signing delegations for specific documents. Staff who wish to use a contract for intellectual property rights with their pre-entry students will need to determine who their local contract signing delegate is.

Students should be encouraged to seek advice from university intellectual property and / or legal advisors before signing a Hospital and Health Service contract.

4. Contracts and progress of placement

If a student refuses to sign a Hospital and Health Service agreement then it will be up to the Hospital and Health Service to decide whether to proceed with the placement arrangement. Hospital and Health Services can not force students to sign an agreement, but the placement site should consider whether continuing the placement without an appropriate agreement will be suitable, taking account of the placement circumstances and the student’s placement responsibilities.