

STUDENT DEED POLL - PLACEMENT REQUIREMENTS

To: **The State of Queensland acting through Queensland Health ("Queensland Health")**

Background

- A** The University has entered into an agreement with Queensland Health dealing with the placement of students undertaking clinical or other education activities in Queensland Health facilities, as part of a student obtaining a qualification from the University ("**Placement**").
- B** I am a student of the University and will be undertaking a Placement.
- C** It is a condition of my Placement that I agree to and comply with the provisions of this deed.

Operation

In this deed poll:

"Facility" means a public sector hospital, community based health service or other facility or service run by a Health Service District.

"Health Service District" means *[insert names of the District/s relevant to the student's placement]*

"Intellectual Property" includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, circuit layouts and confidential information.

"Material" means any material, including but not limited to original works, documents, computer software, and data stored by any means created in whole or in part by me whilst on Placement.

"Patient Treatment Records" means Queensland Health patient and/or associated administrative records which identifies a patient, or group of patients, and which is created by me at the direction or control of Queensland Health in the course of my Placement.

"University" means *[insert name of Uni attended by the student]*

By this deed poll I acknowledge and agree that:

- 1 I will not distribute, copy or take photocopies of the:
 - (a) policies;
 - (b) rules; and
 - (c) procedures or manuals,
 of a Facility, Health Service District or any other Queensland Health health service for a purpose not connected with my Placement, without the prior written consent of the Facility or Health Service District.

- 2 I will not communicate to any person any information obtained during my attendance at a Facility, which could identify an individual who is receiving or has received a public sector health service, unless:
 - (a) I am compelled to do so by law;
 - (b) the individual consents to the disclosure and only subject to the express terms of that consent; or
 - (c) the disclosure is required for further treatment of the individual.
- 3 Queensland Health owns all right, title to and Intellectual Property in all Patient Treatment Records. I assign to Queensland Health my right, title to and Intellectual Property in the Patient Treatment Records and this assignment is absolute. I agree to do all things and execute all documents necessary to ensure that ownership of Patient Treatment Records is vested in Queensland Health.
- 4 In circumstances where:
 - (a) Intellectual Property in the Material could provide benefits to Queensland Health's organisational systems or activities and/or patient care;
 - (b) prior to me creating Material, Queensland Health has requested a licence to the Intellectual Property in the Material; or
 - (c) my Placement is undertaken primarily for the purpose of conducting a research project or carrying out an activity or task where the results are specifically agreed to be used for the benefit of Queensland Health and/or Queensland Health patients and Queensland Health provides me with information regarding its desire to access the Intellectual Property created during my Placement,
 then I will negotiate in good faith with Queensland Health to enter into a separate agreement dealing with the ownership and licensing of the Intellectual Property in the Material.

Signed, sealed and delivered as a deed poll in Brisbane

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Signature	Signature of Witness	
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name in full	Name of Witness	
Date of execution:		