

Student Deed Poll (Externally Enrolled Scholars)

For clinical placements within a Hospital and Health Service 2022–2025

THIS DEED POLL is made by

(Student)

in favour of:

STATE OF QUEENSLAND through the Queensland Health (Department)

AND

(HHS)

AND

(Education Provider)

BACKGROUND

- A. The Education Provider has entered into an agreement with the Department dealing with the placement of students within Queensland Health facilities (**Student Placement Deed**).
- B. The Student is a student of _____, but the Placement has been nominated and administered by the Education Provider.
- C. It is a condition of the Student's Placement that the Student agree to and comply with the provisions of this Deed Poll.

OPERATIVE TERMS

1. Interpretation

1.1. In this Deed Poll:

Confidential Information means any information which by its nature is confidential, is received on the understanding that it is confidential, or is marked as being confidential and includes:

- (a) information about clinical processes, policies and procedures, commercial operations, financial arrangements or affairs of Queensland Health;
- (b) information which identifies or relates to patients and staff of Queensland Health;
- (c) information that is protected as confidential information under Queensland health portfolio legislation, including the *Hospital and Health Boards Act 2011* (Qld),
- (d) the terms of this Deed Poll and the Placement;
- (e) Personal Information and Patient Treatment Records; and

- (f) all other Material disclosed or made available by Queensland Health to the Student in connection with the Placement or this Deed Poll,

but does not include information that is publicly known for reasons other than as a result of the Student's breach of this Deed Poll or information lawfully in the possession of the Student through a source other than Queensland Health.

Department means the State of Queensland acting through Queensland Health and Personnel of the Department.

Education Provider means the organisation identified at the start of this Deed Poll.

Externally Enrolled Scholar means a person who holds a visa issued under the Migration Act 1958 (Cth) allowing the person to undertake the Placement as an overseas student and is enrolled as a health professional student with an overseas university which has negotiated placements directly with the Education Provider. For the purposes of this Deed Poll, Externally Enrolled Scholar and Student are interchangeable terms and mean the person identified at the start of this Deed Poll.

Facility means either:

- (a) a public sector hospital, community-based health service or other facility or service run by the HHS or within the Department; or
- (b) a home or care facility the Student attends under the direct supervision of approved Queensland Health Personnel to provide a supervised clinical service that is the responsibility of the HHS,

and which the Student attends for the purposes of the Placement.

HHS means the hospital and health service responsible for the delivery of public health services at the Facility and is named at the start of this Deed Poll (if applicable).

Intellectual Property includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeder's rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of this Deed Poll, but excludes Moral Rights.

Material means all material including books, documents, information, computer software, equipment, and data stored by any means.

Moral Rights has the meaning given to it in the *Copyright Act 1968* (Cth).

Patient Treatment Records means the records of a Patient or group of Patients, and associated administrative records, in paper or electronic format (inclusive of assessment/test results and

appointment information), which identifies and contains Personal Information about a Patient or a group of Patients (as the case may be).

Personal Information has the meaning given in the *Information Private Act 2009* (Qld), which at the date of this Deed Poll means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

Placement means the placement of the Student at the Facility under the Student Placement Deed for the purpose of clinical health practical education.

Queensland Health means, as the context permits, either:

- (a) the Department and the HHS operating the Facility relevant to the Placement;
- (b) the Department or the HHS operating the Facility relevant to the Placement; or
- (c) the Department and all of the Hospital and Health Services established under the *Hospital and Health Boards Act 2011*.

Student means the person identified at the start of this Deed Poll.

Student Placement Deed means the legal instrument between the State of Queensland, acting through Queensland Health, and the Education Provider, to enable pre-entry clinical placements in Queensland Health Facilities.

University means the educational institution identified in Background item B.

- 1.2. This Deed Poll is governed by and construed in accordance with the laws of the State of Queensland. The Student submits to the jurisdiction of the Courts of the State of Queensland.
- 1.3. This Deed Poll will take effect once the Student has executed it.

2. Obligations of Student during the Placement

- 2.1. The Student acknowledges and agrees that whilst on Placement they will not be an employee of Queensland Health and Queensland Health has no obligation to remunerate or otherwise pay any fees to the Student in respect of the services the Student performs.
- 2.2. The Student agrees to undergo a criminal history check prior to the Placement in a Facility regardless of the length of Placement.

- 2.3. The Student agrees to comply with the Working with Children Check (Blue Card) requirements as outlined under the *Working with Children Check (Risk Management and Screening) Act 2000* (Qld) (or successor legislation) including obtaining a Blue Card.
- 2.4. The Student will comply with all lawful directions of Queensland Health staff and will only carry out those activities, procedures and/or acts required for the purposes of Placement under the direction of Queensland Health staff or other nominated supervisor.
- 2.5. The Student agrees to comply with all relevant Deeds, policies, procedures, directives, and directions of Queensland Health whilst on Placement, including procedures regarding:
 - (a) the Student Clinical Placement Program operated by Queensland Health which are located in the clinical placement section of the Department's website at <http://www.health.qld.gov.au> and each Hospital and Health Services' websites;
 - (b) the Student Placement Deed, of which a generic Deed is available on the Department's website at <http://www.health.qld.gov.au>;
 - (c) orientation and attendance at the Facility;
 - (d) immunisation and infection control;
 - (e) occupational health and safety, manual handling, working with hazardous substances and dangerous goods;
 - (f) dress requirements and identification;
 - (g) motor vehicle use;
 - (h) access to and use of Queensland Health information and technology systems; and
 - (i) any other Queensland Health policy or guideline.
- 2.6. The Student will perform all Placement activities in a proper and responsible manner that may reasonably be expected of the Student having regard to the health discipline, expected competency, years of study, and course level of the Student.
- 2.7. The Student must not intentionally do anything that may be harmful to Queensland Health's interests or reputation and must not act in a manner that may cause Queensland Health to breach its obligations under any laws.
- 2.8. The Student will use all Materials provided by Queensland Health strictly in accordance with any conditions communicated to the Student by Queensland Health or the Education Provider. The Student will return all

Queensland Health Material to Queensland Health upon completion or earlier termination of the Placement or upon request by Queensland Health.

2.9. The Student will not:

- (a) distribute, copy or take photocopies of any policies, rules, procedures or manuals of a Facility or Queensland Health for a purpose not connected with the Student's Placement, without the prior written consent of Queensland Health;
- (b) communicate to any person any information obtained during attendance at a Facility, which could identify an individual who is receiving or has received a public sector health service, unless:
 - (i) the Student is compelled or authorised to do so by law;
 - (ii) the individual consents to the disclosure and only subject to the terms of consent; or
 - (iii) the disclosure is required for further treatment of the individual.

2.10. The Student must be an enrolled health professional student of the University in a health professional course acceptable to Queensland Health and hold the appropriate visa to undertake the Placement as an overseas student;

2.11. The Student must have or be covered under:

- (a) public liability insurance for not less than \$10 million for any one claim and unlimited in the aggregate;
- (b) medical indemnity insurance and/or professional indemnity insurance for not less than \$10 million per claim and \$20 million in the aggregate covering the Student's liability relating to provision of health care services;
- (c) personal accident insurance with a reputable Australian insurer, on terms and conditions reasonably available to the market to cover the Student in respect of injury sustained or illness arising while undertaking the Placement, including but not limited to injury or illness arising out of or in the course of:
 - (i) driving or being a passenger in a vehicle;
 - (ii) being a passenger in fixed-wing or helicopter aircraft as travel to undertake activities associated with the Placement at Facilities;
 - (iii) undertaking activities associated with the Placement at Queensland Health Facilities; and

(iv) undertaking activities associated with the Placement at premises not owned or operated by Queensland Health, including private residences.

(d) cyber insurance in accordance with the Student Placement Deed.

2.12. The Student must provide satisfactory evidence of compliance with this Deed Poll to Queensland Health and the Education Provider on request.

3. Ownership of Material and Patient Treatment Records

3.1. The Student acknowledges and agrees that the Department owns all right, title to and Intellectual Property in all Patient Treatment Records and any existing Material supplied by Queensland Health to the Student of the purpose of the Placement.

3.2. If the Student creates, modifies or adapts any Patient Treatment Records, then any newly created Intellectual Property in the Patient Treatment Records automatically vests in the Department upon its creation and the Student waives all Moral Rights in respect of the Patient Treatment Records.

3.3. If the Student creates, modifies or adapts any Material as a result of the Placement:

- (a) that contains, is based upon, adapts, uses, modifies or incorporates a substantial amount of Material owned by or licensed to Queensland Health into the Material that the Student creates;
- (b) was produced by the Student in conjunction or consultation with an employee, contractor or agent of Queensland Health;
- (c) as a result of Queensland Government funding,

the Student agrees that all right, title to and Intellectual Property in that Material automatically vests in the Department upon its creation and the Student waives all Moral Rights in respect of the Material.

3.4. The Student agrees to do all things and execute all documents necessary to ensure that ownership of Patient Treatment Records and Material referred to in clauses 3.2 and 3.3 and Intellectual Property in them vests in the Department.

3.5. If:

- (a) the Student creates Material as a result of the Placement;
- (b) the Material is not dealt with under clauses 3.2 and 3.3;
- (c) the Student owns the Intellectual Property in the Material; and
- (d) the Material is intended by Queensland Health to be used for the benefit of Queensland Health and/or Queensland Health patients,

then the Student will negotiate in good faith with Queensland Health to enter into a separate agreement dealing with the ownership and licensing of the Material.

4. Confidential Information

- 4.1. The Student agrees to only use and disclose the Confidential Information for the purpose of performing the Placement or as otherwise required by law.
- 4.2. The Student will:
- (a) keep the Confidential Information strictly secret and confidential and not disclose any Confidential Information to a third party except as authorised by Queensland Health;
 - (b) not make copies or duplicates of the Confidential Information;
 - (c) keep any Confidential Information in secure, safe custody and confidential including by:
 - (i) establishing and maintaining effective security measures to safeguard such Confidential Information from unauthorised access or use;
 - (ii) keeping the Confidential Information under the Student's control;
 - (iii) immediately notifying Queensland Health of any suspected or actual unauthorised use, copying or disclosure of the Confidential Information of which the Student is aware;
 - (iv) providing such assistance as is reasonably requested by Queensland Health in relation to any proceedings that Queensland Health may take against any person for unauthorised use, copying or disclosure of the Confidential Information; and
 - (d) ensure that patient confidentiality and confidentiality of patient and deceased person's dental records is strictly maintained and to otherwise comply in all respects with the requirements of the *Hospital and Health Boards Act 2011* (Qld) and other confidentiality policies of Queensland Health applicable to employees of Queensland Health.
- 4.3. The Student acknowledges that approval is required before identifiable patient information can be used for research purposes. The Student must contact their supervisor for further information on using identifiable patient information for research purposes.
- 4.4. The Student acknowledges and agrees that nothing in this Deed Poll limits any of the Student's legislative obligations, including under the *Hospital and Health Boards Act 2011* (Qld).
- 4.5. Any Confidential Information disclosed to the Student by Queensland Health remains the property of Queensland Health. The Student agrees that disclosure of the Confidential Information to the Student under

this Deed Poll must not be construed as granting any licence or other right to use the Confidential Information other than as set out in this Deed Poll.

4.6. Where:

- (a) the Student Placement Deed is terminated;
- (b) Queensland Health requests in writing; or
- (c) the Student breaches this Deed Poll,

Queensland Health may demand that the Student immediately return to Queensland Health any Confidential Information in the possession of the Student or alternatively, at Queensland Health's request, destroy or erase the Confidential Information in the possession of the Student. The Student must comply with the demand immediately and must promptly provide written proof to Queensland Health of such compliance.

4.7. The Student agrees to immediately comply with any other requirements and directions of Queensland Health in respect of the Confidential Information.

5. Privacy

- 5.1. Queensland Health will collect Personal Information about the Student for purposes associated with the Placement. Queensland Health's information privacy obligations are set out in the *Information Privacy Act 2009* (Qld).
- 5.2. The Student has the right to access information that Queensland Health holds about the Student. If the Student wants to make an application to access information held by Queensland Health, the Student will contact the delegated decision-maker within the Facility.
- 5.3. Queensland Health and the Education Provider will disclose information and opinions about the Student to each other for purposes associated with the Placement, including in the following circumstances:
- (a) where Queensland Health is of the opinion the Student's activities or behaviour are inappropriate;
 - (b) where Queensland Health is of the opinion that action is required to be taken against the Student;
 - (c) where Queensland Health is of the opinion that the Student is not suitable to undertake or continue with the Placement;
 - (d) for the purposes of facilitating the Placement;
 - (e) for the purposes of the Student being removed from a Queensland Health facility;
 - (f) for the purposes of assessing the Student's performance on the Placement; and

(g) any other circumstances related to the Placement.

5.4. Except as set out in paragraph 5.3, Queensland Health will only disclose information that it holds about the Student with their consent or where disclosure is required or authorised by law.

5.5. The provisions of this Deed Poll regarding the Student's Personal Information will continue for the duration of the Placement, subject to the Student's right to withdraw this consent. The Student acknowledges that they may withdraw this consent by providing written notice to Queensland Health and the Education Provider. A withdrawal of consent will affect the Student's ability to continue with the Placement.

6. Injunctive relief

6.1. The Student acknowledges that:

(d) the value of the Confidential Information is such that any award of damages or account of profits may inadequately compensate Queensland Health in the event of a breach of this Deed Poll by the Student; and

(e) without compromising Queensland Health's right to seek damages or any other form of relief in the event of a breach of this Deed Poll, Queensland Health may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Student, from any breach or threatened breach of this Deed Poll without the necessity of proving that any actual damage has been sustained or is likely to be sustained by Queensland Health.

SIGNED AS A DEED POLL

SIGNED, SEALED AND DELIVERED BY THE STUDENT in the presence of:

)
)
) *(signature of Student)*

.....
(signature of witness)

)
)
) *(name of Student)*

.....
(name of witness)

)
) *(date)*

[ENDS]