

STUDENT DEED POLL – PLACEMENT REQUIREMENTS

To: The State of Queensland acting through Queensland Health (“Queensland Health”)

Background

- A** TAFE Queensland 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 TAFE (“**Placement**”).
- B** I am a student of a TAFE Institute 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 name(s) of the District(s) relevant to the 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.

“**TAFE Institute**” means _____
(*Insert name of TAFE Institute 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 and delivered as a deed poll in Brisbane

Name of Student

Signature of Student

Name of Witness

Signature of Witness

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Date of execution