

STUDENT DEED POLL

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

.....
..... (ABN.....) (“Education Provider”)

Background

- A The Education Provider has entered into an agreement with the State of Queensland acting through Queensland Health (Student Placement Deed) dealing with the placement of students within a Queensland Health Facility (Placement).
- B The Student is a student of an Australian university run by the Education Provider and will be undertaking a Placement.
- C It is a condition of the Student’s Placement that the Student agree to and comply with the provisions of this Deed Poll.
- D The Student agrees to keep confidential the Confidential Information of Queensland Health as set out in this Deed Poll.

Operation

In this Deed Poll:

“**Confidential Information**” means any information that is by its nature confidential or is designated by Queensland Health as confidential or the Student ought to know is confidential, and includes:

- (a) information concerning the clinical processes and policies, commercial operations, financial arrangements or affairs of Queensland Health;
- (b) the terms of this Deed Poll;
- (c) information which identifies or relates to patients of Queensland Health;
- (d) Personal Information;
- (e) Know-How of Queensland Health;
- (f) Patient Treatment Records;
- (g) confidential information as that term is defined in section 139 of the *Hospital and Health Boards Act 2011* (Qld); and
- (h) all other material including but not limited to books, Documents, information, computer software, equipment and data stored by any means disclosed or made available by Queensland Health to the Student in connection with the performance of the Placement, this Deed Poll or the Student Placement Deed;

but does not include:

- (i) information that is publicly known other than as a result of the Student’s breach of this Deed Poll; and
- (j) information lawfully in the possession of the Student through a source other than Queensland Health.

“**Document**” includes, but is not limited to:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations, having a meaning for a person qualified to interpret them; and
- (c) any disc, computer file, tape, or other article or any material from which sounds, images, writings or messages are capable of being produced or reproduced (with or without the aid of another article or device).

“Facility” means a public sector hospital; community based health service or other facility or service run by a Hospital and Health Service.

“Hospital and Health Service” means the statutory body responsible for the delivery of public health services in nominated geographical areas to which the Placement applies.

“Know-How” means unpatented technical and other information which is not in the public domain including ideas, concepts, inventions, discoveries, data, formulae, specifications, procedures for experiments and tests and results of experimentation and testing, results of research or development including laboratory records, clinical trial data, case report forms, data analysis, and information contained in submissions to and information from ethical committees and regulatory authorities.

“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.

“Moral Rights” has the meaning given to it in section 189 of the *Copyright Act 1968* (Cth).

“Patient Treatment Records” means a Queensland Health patient and/or associated administrative record which identifies a patient, or group of patients, and which is created by the Student at the direction or control of Queensland Health in the course of the Student’s Placement.

“Personal Information” has the meaning given to that term in section 12 of 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.

“Queensland Health”, for the purposes of this Deed Poll, includes both the Department and the Hospital and Health Services.

“Student” means the person named as such at the bottom of this Deed Poll.

“Student 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.

By this Deed Poll the Student acknowledges and agrees that:

1. the Student will not distribute, copy or take photocopies of the:
 - (a) policies;
 - (b) rules; and
 - (c) procedures or manuals,of a Facility, Hospital and Health Service or any other Queensland Health service for a purpose not connected with the Student’s Placement, without the prior written consent of Queensland Health.
2. The Student will not 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:
 - (a) the Student is compelled or authorised 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. The Student acknowledges and agrees that Queensland Health owns all right, title to and Intellectual Property rights in all Patient Treatment Records. The Student assigns to the Department the Student's right, title to and Intellectual Property (including waiving all Moral Rights) in the Patient Treatment Records and this assignment is absolute. The Student agrees to do all things and execute all documents necessary to ensure that ownership of Patient Treatment Records is vested in the Department.
- 4. In circumstances where the Student creates 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 the Department owns all right, title to and Intellectual Property rights in that Material. The Student assigns to the Department the Student's right, title to and Intellectual Property (including waiving all Moral Rights) in the Material described in (a), (b) and (c) above, and this assignment is absolute. The Student agrees to do all things and execute all documents necessary to ensure that ownership of the Material described in (a), (b) and (c) vests in the Department.
- 5. In circumstances where the Student owns the Intellectual Property rights in Material created as a result of the Placement and that 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 intellectual property rights in the Student Material that the Student creates.
- 6. The Student consents under this Deed Poll to undergo a criminal history check, relevant to the Facility, prior to the Placement in a Facility regardless of the length of Placement.
- 7. The Student will 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 addressing such scheme) including obtaining a Blue Card.
- 8. Unless compelled or authorised to do so by law, the Student will not disclose to any other person any of the confidential operations, dealings or affairs of Queensland Health or the Education Provider which may come to the Student's knowledge through carrying out the Placement.
- 9. The Student acknowledges and agrees that whilst on Placement that the Student 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.
- 10. The Student will use all Queensland Health Materials strictly in accordance with any conditions or restrictions communicated to the Student by Queensland Health or the Education Provider. Upon expiration of or earlier termination of the Placement the Student will return all Queensland Health Material to Queensland Health.
- 11. 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.
- 12. The Student agrees to comply with all relevant policies, procedures, directives and directions of Queensland Health whilst on Placement including procedures regarding:
 - (a) immunisation and infection control;
 - (b) occupational health and safety, manual handling, working with hazardous substances and dangerous goods;
 - (c) dress requirements and identification;

- (d) motor vehicle use;
- (e) access to and use of Queensland Health information and technology systems; and
- (f) any other Queensland Health policy or guideline.

Student's Personal Information

12. Queensland Health will collect Personal Information about the Student for purposes associated with the Placement.
13. Queensland Health's information privacy obligations are set out in 9 National Privacy Principles contained in the *Information Privacy Act 2009* (Qld). The principles represent the minimum standards for the collection, security, use and disclosure of all personal information held by Queensland Health, including Personal Information about the Student undertaking a Placement in a Queensland Health Facility.
14. 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 Queensland Health Facility at which the Student is undertaking the Placement.
15. 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.
16. Except as set out in paragraph 15, Queensland Health will only disclose information that it holds about the Student with the Student's consent or where disclosure is required or authorised by or under law or in accordance with the National Privacy Principles contained in the *Information Privacy Act 2009*.
17. 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.

Confidential Information of Queensland Health

18. The Student agrees to only use and disclose the Confidential Information of Queensland Health for the following purposes:
 - (a) performing the Placement under the Student Placement Deed; and
 - (b) as otherwise required or authorised by law.

19. Except as provided for in paragraph 18 the Student will:
- (a) not disclose to any third party any of the Confidential Information of Queensland Health except as authorised by Queensland Health;
 - (b) keep the Confidential Information of Queensland Health strictly secret and confidential;
 - (c) take such steps as are reasonable to preserve the confidentiality and secrecy of the Confidential Information of Queensland Health;
 - (d) not make copies or duplicates of the Confidential Information of Queensland Health;
 - (e) keep any Confidential Information of Queensland Health disclosed to the Student by Queensland Health in secure, safe custody and confidential in accordance with the terms of this Agreement and without limitation shall where necessary:
 - (i) establish and maintain effective security measures to safeguard such Confidential Information of Queensland Health from unauthorised access or use;
 - (ii) keep such Confidential Information of Queensland Health under the Student's control;
 - (iii) immediately notify Queensland Health of any suspected or actual unauthorised use, copying or disclosure of the Confidential Information of Queensland Health of which the Student is aware; and
 - (iv) provide 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 of Queensland Health;
 - (f) ensure, in using Confidential Information of Queensland Health, 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.
- 19A. The Student acknowledges that approval is required before identifiable patient information can be used for research purposes. This may be consent from the patient to whom the information relates or authorisation pursuant to the *Public Health Act 2005* (Qld). The Student shall contact their supervisor for further information on using identifiable patient information for research purposes.
20. The Student acknowledges and agrees that nothing in this Deed Poll limits any of the Student's obligations under the *Privacy Act 1988* (Cth), the *Information Privacy Act 2009* or the *Hospital and Health Boards Act 2011*.
21. The Confidential Information of Queensland Health as disclosed to the Student by Queensland Health shall remain the property of Queensland Health.
22. Upon termination of the Student Placement Deed, or the written request of Queensland Health, or upon any breach of this Deed Poll, Queensland Health where it has disclosed Confidential Information of Queensland Health to the Student, may demand that the Student return immediately to Queensland Health any Confidential Information of Queensland Health in the possession of the Student or alternatively, at Queensland Health's request, destroy or erase the Confidential Information of Queensland Health 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.
23. In the event of a breach or threatened breach of the terms of this Deed Poll, Queensland Health shall be entitled to seek the issue of an injunction restraining the Student from

committing any 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.

24. The Student acknowledges that:
- (a) the value of the Confidential Information of Queensland Health 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
 - (b) without in any way 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.
25. The Student agrees that disclosure of the Confidential Information of Queensland Health to the Student under this Deed Poll shall not be construed as granting, a licence or right under any patent, copyright, trade secret, trademark or other intellectual property right. Disclosure of the Confidential Information of Queensland Health gives only the right to use the Confidential Information of Queensland Health for the purposes stated in this Deed Poll.
26. The Student acknowledges and agrees that Queensland Health may, at any time on the basis of any reasonable grounds, direct the Student to act in accordance with the requirements of paragraph 22 of this Deed Poll. The Student agrees not to unreasonably withhold or delay compliance with those requirements and all such other requirements and directions of Queensland Health in respect of the Confidential Information of Queensland Health.

Signed as a Deed Poll

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Signature of Student

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Name of Student in full

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Signature of Witness

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Name of Witness in full

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Date of execution