

Group A - Supervisor Deed Poll

To: The State of Queensland acting through Queensland Health ('Queensland Health')
And
('the supervisor')

Background

- A** The Education Provider has entered into an agreement with the State of Queensland acting through Queensland Health dealing with the placement of students within a Hospital and Health Service Facility (**Student Placement Deed**).
- B** Queensland Health will collect information about the Supervisor and Queensland Health will share information and opinions about the Supervisor with the Education Provider for reasonable purposes associated with the Supervisory Activities, on the terms set out in this Deed Poll.
- D** It is a condition of commencing and performing Supervisory Activities that the Supervisor provides this consent to Queensland Health and the Education Provider and that the Supervisor continues to provide this consent for the duration of the Supervisory Activities.
- E** The Supervisor agrees to keep confidential the Confidential Information of Queensland Health and to comply with the provisions of 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 supervisor 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 and the Placement;
- c) information that 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 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 Supervisor's breach of this Deed Poll
- j) information lawfully in the possession of the Supervisor 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
- (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).

'Education Provider' means the education provider that either employs or enters into a contractual arrangement with the Supervisor for the purpose of carrying out the requirements of this Deed Poll.

'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 a nominated geographical area to which the Placement relates.

'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.

'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.

'Material' means any material, including but not limited to original works, Documents, computer software, and data stored by any means.

'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 at the direction or control of Queensland Health.

'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.

Placement: means clinical or other health education:

- (a) related to a course or module of study provided by the Education Provider; and
- (b) that is to be organised by the Education Provider and Queensland Health pursuant to a Student Placement Deed entered into by the Education Provider and Queensland Health.

‘**Queensland Health**’, for the purposes of this Deed Poll may include the Hospital and Health Services.

‘**Supervisor**’ means the person named at the bottom of this Deed Poll.

‘**Supervisory Activities**’ means management of Placement arrangements and oversight of students in a Facility for the Education Provider.

By this Deed Poll the Supervisor acknowledges and agrees that:

Supervisor’s Personal Information

1. Queensland Health will collect Personal Information about the Supervisor for purposes associated with the Supervisory Activities.
2. Queensland Health’s information privacy requirements 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 Supervisors of students undertaking Supervisory Activities in a Facility.
3. The Supervisor has the right to access information that Queensland Health holds about the Supervisor. If the Supervisor wants to make an application to access information held by Queensland Health, the Supervisor will contact the delegated decision-maker within the Facility at which the Supervisor is undertaking the Supervisory Activities.
4. Queensland Health and the Education Provider will disclose information and opinions about the Supervisor to each other for purposes associated with the Supervisory Activities.
5. Except as set out in paragraph 4, Queensland Health will only disclose information that it holds about the Supervisor with the Supervisor’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*.
6. This Deed Poll will continue for the duration of the Supervisory Activities, subject to the Supervisor’s right to withdraw this consent. The Supervisor 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 Supervisor’s ability to continue with the Supervisory Activities.

Confidential information of Queensland Health

7. The Supervisor agrees to only use and disclose the Confidential Information of Queensland Health for the following purposes:
 - (a) performing the Supervisory Activities ; and
 - (b) as otherwise required by law.
8. Except as provided for in paragraph 7 the Supervisor 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 Supervisor by Queensland Health in secure, safe custody and confidential in accordance with the terms of this Deed Poll 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 Supervisor'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 Supervisor 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 Treatment 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.
9. The Supervisor acknowledges and agrees that nothing in this Deed Poll limits any of the Supervisor's obligations under the *Privacy Act 1988* (Cth), the *Information Privacy Act 2009* (Qld) and the *Hospital and Health Boards Act 2011* (Qld).
10. The Confidential Information of Queensland Health as disclosed to the Supervisor by Queensland Health shall remain the property of Queensland Health.
11. 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 Supervisor, may demand that the Supervisor return immediately to Queensland Health any Confidential Information of Queensland Health in the possession of the Supervisor or alternatively, at Queensland Health's request, destroy or erase the Confidential Information of Queensland Health in the possession of the Supervisor. The Supervisor must comply with the demand immediately and must promptly provide written proof to Queensland Health of such compliance.
12. 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 Supervisor 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.
13. The Supervisor 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 Supervisor; 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 Supervisor, from any breach or threatened breach of this Deed Poll.

14. The Supervisor agrees that disclosure of the Confidential Information of Queensland Health 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.
15. The Supervisor acknowledges and agrees that Queensland Health may, at any time on the basis of any reasonable grounds, direct the Supervisor to act in accordance with the requirements of paragraph 11 of this Deed Poll. The Supervisor 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.

Placement

16. The Supervisor will not distribute, copy or take photocopies of the:
 - (a) policies;
 - (b) rules; and
 - (c) procedures or manualsof a Facility, Hospital and Health Service or any other Queensland Health service for a purpose not connected with the Supervisory Activities, without the prior written consent of Queensland Health.
17. The Supervisor 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 Supervisor is 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.
18. The Supervisor meets the following requirements as to registration and/or qualifications:
 - (a) the Supervisor holds the professional qualifications and registrations (if any) required or recommended under the *Health Practitioner Regulation National Law Act 2009* (Qld) and under any relevant state legislation to undertake Supervisory Activities; and
 - (b) the Supervisor consents to comply with credentialing requirements specified under Queensland Health policy and guidelines for the supervision of students in a Placement with a Facility.
19. The Supervisor consents under this Deed Poll to undergo a criminal history check, relevant to the Facility, prior to performing Supervisory Activities in a corrective services Facility regardless of the length of Placement.
20. The Supervisor acknowledges and agrees that Queensland Health owns all right, title to and intellectual property in all Patient Treatment Records. The Supervisor assigns to Queensland Health the Supervisor's right, title to and Intellectual Property in the Patient Treatment Records and this assignment is absolute. The Supervisor agrees to do all things and execute all

documents necessary to ensure that ownership of Patient Treatment Records is vested in Queensland Health

21. In circumstances where:
- (a) the Material that the Supervisor creates as a result of Supervisory Activities is intended by Queensland Health to be used for the benefit of Queensland Health and/or Queensland Health patients; or
 - (b) as a result of an activity or task which has been solely carried out for the purposes of the Supervisory Activities, the Supervisor has adapted, used, modified or incorporated a substantial amount of Material that is owned by or licensed to Queensland Health into the Material that the Supervisor creates,
- then the Supervisor 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 material the Supervisor creates.
22. The Supervisor 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, where required, the obtaining of a blue card.
23. The Supervisor agrees to comply with all relevant policies, procedures, directives and directions of Queensland Health whilst performing Supervisory Activities 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 or Facility policy or guideline.
24. The Supervisor will use all Queensland Health Material strictly in accordance with any conditions or restrictions communicated to the Supervisor by Queensland Health or the Education Provider. Upon expiration of or earlier termination of the Placement, the Supervisor will return all Queensland Health Material to Queensland Health.
25. The Supervisor agrees to comply with the terms of the relevant Student Placement Deed, to the extent applicable.
26. The Supervisor acknowledges that he/she will ensure that he/she is covered by the insurances of the Education Provider required to be taken out pursuant to the Student Placement Deed or alternatively shall ensure that he/she has adequate coverage for the following insurances:
- (a) public liability insurance for not less than \$20 million per occurrence;
 - (b) professional indemnity insurance for not less than \$10 million per occurrence and \$20 million in the aggregate, such insurance also to be maintained for a period of seven (7) years after the Completion Date; and
 - (c) personal accident insurance with a reputable Australian insurer, Unimutual Limited or via self-insurance, on terms and conditions reasonably available in the market to cover the Supervisor in respect of injury sustained or illness arising whilst undertaking the Supervisory Activities, 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) undertaking Supervisory Activities at Queensland Health or Hospital and Health Service premises; and
- (iii) undertaking activities associated with the Supervisory Activities at premises not owned or operated by Queensland Health or Hospital and Health Service premises, including private residences.

Signed as a Deed Poll

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Signature of Supervisor

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Name of Supervisor 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