

STUDENT DEED POLL

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

and

(ABN) (“Education Provider”)

Background

- A** The Education Provider has entered into an agreement with Queensland Health dealing with the Placement of health professional students within Queensland Health facilities (“Placement”).
- B** I am a student of an Australian university / registered training organisation / training and further education institution run by the Education Provider 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 Poll.
- D** The Student agrees to keep confidential the Confidential Information of Queensland Health as follows.

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 and the Agreement;
- (c) information which identifies or relates to patients of Queensland Health;
- (d) Personal Information;
- (e) Know-How of Queensland Health;
- (f) Patient Treatment Records; and
- (g) 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 Agreement;

but does not include:

- (h) information that is publicly known other than as a result of the Student’s breach of this Deed Poll; and

- (i) 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 Health Service District of Queensland Health.

“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.

“Health Service District” means the local administrative body of Queensland Health responsible for the delivery of public health services in nominated geographical area.

“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.

“Patient Treatment Records” means a 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.

“Personal Information” 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.

“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 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 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 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. I acknowledge and agree that 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 (including moral rights) 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) the Student Material that I create as a result of my Placement 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 my Placement, I have adapted, used, modified or incorporated a substantial amount of material owned by or licensed to Queensland Health into the Material that I create;
- then I 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 I create.
5. I consent under this Deed Poll to undergo a “Corrective Services Criminal History Check” prior to my Placement in a Corrective Services Facility regardless of the length of placement.
6. I will comply with the Working with Children Check (Blue Card) requirements as outlined under the *Commission for Children and Young People and Child Guardian Act 2000* including obtaining a Blue Card.
7. Unless compelled or authorised to do so by law, I 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 my knowledge through carrying out the Placement.
8. I acknowledge and agree that whilst on Placement that I will not be an employee of Queensland Health and Queensland Health has no obligation to remunerate or otherwise pay any fees to me in respect of the services I perform.
9. I will use all Queensland Health materials strictly in accordance with any conditions or restrictions communicated to me by Queensland Health or the Education Provider. Upon expiration of or earlier termination of the Placement I will return all Queensland Health material to Queensland Health.
10. I 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.
11. I agree to comply with all relevant policies, procedures and directives 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 or Queensland Health Facility 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*. 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 under the *Right to Information Act 2009*. 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. This Deed Poll 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 Agreement; 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 62A of the *Health Services Act 1991 (Qld)* and other confidentiality policies of Queensland Health applicable to employees of Queensland Health.
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)* or the *Information Privacy Act 2009*.
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 Agreement, 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