Student/Qld Health Terms of Agreement Information for Students

As students in the School of Health and Rehabilitation Sciences, you will be attending various clinical settings as part of your studies. This will include visits and placements to various Queensland Health (QH) facilities.

QH and the University now have a legal contract covering student attendances at QH facilities which requires that students should read and agree to the following statements regarding privacy and consent, and placement requirements.

Please read the attached forms and if you understand and are in agreement, you should sign the forms in front of a witness and bring the form to the Student Unit Reception on Level 3 of the Therapies Building.

It is a QH requirement that these forms be signed. If a completed form has not been submitted, your allocation to clinical placements or visits within QH facilities may be affected. If you are under 18 your parent or legal guardian should also sign the form.

If you have any queries about this, you should contact the relevant divisional contact for clinical education listed below by Email.

Physiotherapy
Ruth Dunwoodie
r.dunwoodie@shrs.uq.edu.au

Occupational Therapy
Cate Fitzgerald
c.fitzgerald@shrs.uq.edu.au

Audiology and Speech Pathology
Lucy Hunter
l.hunter1@uq.edu.au

Regards

Marilyn Maclean
Manager, SHRS Student Unit
To: The State of Queensland acting through Queensland Health (“Queensland Health”)

Background
A. The University 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 University (“Placement”).
B. I am a student of the University 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 Queensland Health Districts that have negotiated placements with the School of Health and Rehabilitation Sciences

“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 identify 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.

“University” means University of Queensland

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 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, sealed and delivered as a deed poll in Brisbane

_____________________        _____________________
Students Signature                                                    Signature of Witness *

_____________________        _____________________
Parent/Legal Guardian                                                  Name
(if student is under 18 years of age)

_________________
Print name in full

_________________________
Name of Witness

Date of execution: __________________

* The witness must be over 18 years of age
To: The State of Queensland acting through
Queensland Health ("Queensland Health")
and
University

Background

A. The University 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 University ("Placement").

B. I am a student of the University and will be
undertaking a Placement.

C. I acknowledge and agree that Queensland Health
will collect information about me and the
University and Queensland Health will share
information and opinions about me for purposes
associated with my Placement, on the terms set
out in this deed.

D. It is a condition of my Placement that I provide
this consent to Queensland Health and the
University and that I continue to provide this
consent for the duration of my studies for the
Qualification.

Operation

In this deed poll:

"University" means University of Queensland

"Qualification" means the School of Health and
Rehabilitation Sciences program in which the Student is
enrolled.

By this deed poll I acknowledge and agree that:

1. Queensland Health will collect personal
information about for purposes associated with my
Placement.

2. Queensland Health's information privacy
requirements are set out in 10 privacy principles
contained in Queensland
Government Information Standards 42A
("IS42A"). 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 me as a student undertaking a
placement in a Queensland Health facility.

3. I have the right to access information that
Queensland Health holds about me under the
Freedom of Information Act 1992. If I want to
make an application to access information held by
Queensland Health, I will contact the delegated
decision-maker within the Queensland Health
facility at which I am undertaking the Placement.

4. Queensland Health and the University will
disclose information and opinions about me to
each other for purposes associated with my
Placement, including in the following
circumstances:

(a) disclosures regarding my performance,
practical skills, learning, knowledge and
development and to assess my learning and
other Placement activities in accordance with
my relevant course of study for the
Qualification;

(b) where Queensland Health is of the opinion
my activities or behaviour are inappropriate;

(c) where Queensland Health is of the opinion
that action is required to be taken against me;

(d) where Queensland Health is of the opinion
that I am not suitable to undertake or
continue with my Placement;

(e) for the purposes of facilitating my Placement
and associated assessment;

(f) for the purposes of me being removed from a
Queensland Health facility; and

(g) any other circumstances related to my
Placement.

5. Except as set out in paragraph 4, Queensland
Health will only disclose information that it holds
about me with my consent or where disclosure is
required or authorised by or under law or in
accordance with IS42A.

6. This deed will continue for the duration of study
required to obtain the Qualification, subject to my
right to withdraw this consent. I acknowledge that
I may withdraw this consent by providing written
notice to Queensland Health and the University. A
withdrawal of consent will affect my ability to
continue with my Placement.

Signed, sealed and delivered as a deed poll in Brisbane

_______________________                 __________________
Signature                    Signature of Witness

_______________________                 __________________
Parent/Legal Guardian                   Name
(if student is under 18 years of age)

_______________________                 __________________
Name in full *                  Print Name of Witness

Date of execution: __________________________

* The witness must be over 18 years of age