

## **STAFF DEED POLL – SUPERVISION OF PLACEMENTS**

**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 a Facility, as part of a student obtaining a qualification from the TAFE (“**Placement**”).
- B** I am an employee or contractor of a TAFE Institute and I will be exercising supervisory control or influence over a student(s) on Placement and/or undertaking other activities associated with a Placement (“**Supervisory Activities**”).
- C** It is a condition of my commencing and performing the Supervisory Activities 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 names of Districts relevant to the Placement being supervised and the Clinical facilitator’s activities)*

“**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.

“**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 me at the direction or control of Queensland Health in the course of my Supervisory Activities.

“**TAFE Institute**” means \_\_\_\_\_  
*(Insert name of TAFE Institute)*

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 Supervisory Activities, 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 I meet at least one of the following requirements as to registration/enrolment and/or qualifications:
- (a) I am registered/enrolled with the Queensland Nursing Council; or
  - (b) I hold current alternative qualifications or eligibility criteria required by the relevant professional association; or
  - (c) I have been recognised by Queensland Health as being suitably qualified for employment in the role of Clinical Facilitator of a Placement.
- 4 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.
- 5 In circumstances where:
- (a) the Material that I create as a result of my Supervisory Activities is intended by Queensland Health and the TAFE 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 Supervisory Activities, I have adapted, used, modified or incorporated a substantial amount of Queensland Health Material (Material that is 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 Material that I create.

**Signed and delivered** as a deed poll in Brisbane

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Name of TAFE Staff

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Signature of TAFE Staff

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Name of Witness

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Signature of Witness

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Date of execution