



Student Placement Deed

QLD-QH-SPD-XXX-22-01

Between

The State of Queensland acting through Queensland Health

ABN 66 329 169 412

And

[Education Provider]

ABN [XX XXX XXX XXX]

Table of Contents

1.	Definitions and Interpretation	5
1.1	Definitions	5
1.2	Interpretation	16
2.	Term	17
3.	Scope	17
4.	The Department's Obligations	17
5.	Hospital and Health Services' Obligations	18
5.1	General Obligations	18
5.2	Supervisors and Alternate Supervisors	19
5.3	Use of Facilities and Resources	20
5.4	Food and Accommodation	20
5.5	Work Allocation	21
5.6	Issues Affecting Student / Education Provider Supervisor Performance	22
5.7	Number of Placements	23
5.8	Not Responsible to Pay	24
6.	Education Provider's Obligations	24
6.1	General Obligations	24
6.3	Student Conduct	27
6.4	Placement Feedback	27
7.	Student Obligations	27
7.1	Education Provider's Responsibility	27
7.2	Attending the Facility	28
7.3	Before Commencing the Placement	28
7.4	During the Placement	29
7.5	Relationship Between Students and Queensland Health	30
8.	Shared Obligations of the Parties	30
9.	Confidentiality and Privacy	31
10.	Intellectual Property	33
10.1	Existing Material of Parties	33

10.2	Patient Treatment Records Created by Education Provider Personnel or Students	34
10.3	Licences - Education Provider Intellectual Property	34
10.4	Student Material	35
11.	Detailed Student Placement Template (Schedule 3)	35
12.	Records	36
13.	Payment	36
14.	GST	37
15.	Security and Access	37
16.	Insurances	38
17.	Indemnity	39
18.	Dispute Resolution	40
19.	Termination	41
20.	General	41
20.1	Notices	41
20.2	Waiver	42
20.3	Severance	42
20.4	Governing Law and Jurisdiction	42
20.5	Further Assurances	42
20.6	Relationship	42
20.7	Remedies Cumulative	43
20.8	Costs and Expenses	43
20.9	Variation	43
20.10	Assignment and Novation by Education Provider	43
20.11	Assignment and Novation by the Department	43
20.12	Counterparts and Execution	43
20.13	Survival of Clauses	44
	Signing page	45
	Schedule 1 - Scope of Placement	46
	Schedule 2 - Details	47
	Schedule 3 – Detailed Student Placement Template	48

Student Placement Deed

Between	The State of Queensland acting through Queensland Health ABN 66 329 169 412 of 147-163 Charlotte Street, Brisbane, Queensland (Department)
---------	---

And	[Education Provider] ABN XX XXX XXX XXX of [Street Address, State/Territory] (Education Provider)
-----	--

Recitals	<p>A. Student placements, referenced as Placements in this Deed, form an essential part in the education of Students in many health disciplines.</p> <p>B. The Department and the Education Provider recognise the importance of the role each Party plays in educating Students to enable them to participate in the workforce.</p> <p>C. This Deed represents the minimum terms and conditions under which Placements may be undertaken in Queensland Health facilities.</p> <p>D. The Department and the Education Provider have entered into this Deed to provide an overarching framework, referenced as the Program in this Deed, under which Students can undertake Placements with Queensland Health.</p> <p>E. Placements are to be undertaken:</p> <ul style="list-style-type: none">(a) at Facilities that are owned by, or substantially operated for the benefit of, the State of Queensland; or(b) at a residence or care facility to provide a supervised clinical service that is the responsibility of the Hospital and Health Service under which the Placement is being conducted and which the Student attends for the purposes of the Placement;(c) in conjunction with and under the supervision of health professionals who are employed by the Department, a Hospital and Health Service, or the Education Provider for purposes related to the Placement; <p>and</p>
----------	--

-
- (d) to help Students satisfy practical training requirements related to their course or module of study in which they are enrolled with the Education Provider.
 - F. Any Placements undertaken as a consequence of this Deed are to be carried out and completed in accordance with the terms of this Deed.
 - G. Placements arranged pursuant to this Deed will not commence until after the Commencement Date.
 - H. Placements are vocational placements for the purpose of the *Fair Work Act 2009* (Cth) and Students are not employees of the Department or a Hospital and Health Service.
-

This Deed witnesses as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

- Alternate Supervisor** means an appropriately qualified, registered, and/or credentialed health professional nominated in the Student Placement Schedule as the person responsible for undertaking supervision duties for the Placement in the absence of the Supervisor.
- Blue Card** means a blue card issued under the blue card system under the *Working with Children (Risk Management and Screening) Act 2000*.
- Business Day** means any day that is not a Saturday, Sunday or public holiday at the Facility in Queensland where the Placement is based and at the Education Provider campus of the Student undertaking the Placement.
- Claim** includes any claim (whether ascertained or unascertained), action, proceeding, demand, application, enforcement hearing, enforcement order, judgment or investigation of any kind, and includes the allegation of a Claim.
- Commencement Date** means, unless a specific date is prescribed in this Deed, the date this Deed is signed by the last of the Department and the Education Provider.
- Commercialisation** means to develop, manufacture, sell, hire or otherwise exploit for financial gain or other advantage, whether directly or through a third party, any:
- (a) product;
 - (b) process or information;

(c) service,

including by way of a:

(d) licence or sub-licence;

(e) joint venture; or

(f) similar arrangement.

Completion Date

means 31 December 2025.

Confidential Information

(a) means any information which by its nature is confidential, is received on the understanding that it is confidential, or is marked as being confidential and includes:

(i) information about clinical processes, policies and procedures, commercial operations, financial arrangements or affairs of Queensland Health;

(ii) Personal Information;

(iii) information which identifies or relates to patients and staff;

(iv) Records; and

(v) information that is protected as confidential information under Queensland health portfolio legislation, including the Hospital and Health Boards Act 2011 (Qld),

but does not include:

(vi) information that is publicly known for reasons other than as a result of the Receiving Party's breach of this Deed; or

(vii) any other information that is received by the Receiving Party through a third party and which is not governed by an obligation of confidence.

Criminal history checks

means criminal history checks that:

(a) are to be undertaken in accordance with the Department's policy that addresses criminal history checking; and

(b) unless otherwise agreed, are to be undertaken and maintained by the Student at the Student's cost.

Deed

means this document, comprising the completed Schedules including any other attachments specified in *Schedule 3 – Detailed Student Placement Template*.

Department

means the State of Queensland acting through Queensland Health and Personnel of the Department.

Department Contact Person

means either:

- (a) the person responsible for higher level issues in relation to this Deed on behalf of the Department and as identified in *Schedule 2 - Details*; and
- (b) any replacement person that is nominated by the Department.

Department New Material means any new Material created by or on behalf of the Department or a Hospital and Health Service in the course of undertaking an activity or task associated with a Placement.

Disclosing Party means either:

- (a) the Education Provider disclosing Confidential Information to the Department; or
- (b) the Department disclosing Confidential Information to the Education Provider; or
- (c) a Hospital and Health Service disclosing Confidential Information to the Education Provider.

Education Provider means the university or registered training organisation who is a Party to this Deed and responsible for providing the course or module of study to which the Placements relate, and includes all Personnel of the Education Provider.

Education Provider Contact Person means the person nominated by the Education Provider in accordance with *Schedule 2 – Details* for higher level issues in relation to this Deed on behalf of the Education Provider.

Education Provider New Material means any new Material created by or on behalf of the Education Provider (excluding by Students) in the course of undertaking an activity or task associated with a Placement.

Education Provider Placement Contact Person means the person specified as the Education Provider Placement Contact Person in *Schedule 3 – Detailed Student Placement Template*.

Education Provider Supervisor means a Supervisor nominated by the Education Provider in accordance with *Schedule 3 – Detailed Student Placement Template* who is not Queensland Health Personnel.

Evidence of Insurance means a Policy Schedule (or Schedule of Insurance), Certificate of Currency, and/or Certificate of Insurance issued by the Education Provider's insurer/s (or the insurer/s authorised representative) that includes the following minimum details:

- (a) Insurer name;
- (b) Policy holder/insured name;
- (c) Policy number;
- (d) Type of insurance policy;
- (e) Period of insurance;

- (f) Declared business description/activities;
- (g) Limits of indemnity/liability (listed separately for each class of insurance covered by the policy);
- (h) Insurance policy excess (also known as a deductible);
- (i) Exclusions/Endorsements listed (or show 'nil' if none apply);
- (j) Territorial limit; and
- (k) Jurisdictional limit.

Existing Material means all Material in existence prior to the Deed Commencement Date.

Externally Enrolled Scholar means a person who holds a visa issued under the *Migration Act 1958* (Cth) allowing the person to undertake the Placement as an overseas student and is enrolled as a health professional student with an overseas university which has negotiated placements directly with the Education Provider.

Facility means either:

- (a) a public sector hospital, community-based health service or other facility or service run by a Hospital and Health Service or within the Department; or
- (b) a home or care facility the Student attends under the direct supervision of approved Queensland Health Personnel to provide a supervised clinical service that is the responsibility of the Hospital and Health Service under which the Placement is being conducted,

and which the Student attends for the purposes of the Placement.

Facility Contact Person means the person nominated as the Facility Contact Person in each of the completed *Schedule 3 – Detailed Student Placement Templates*, being the contact person for all communication and notices between the Department or the relevant Hospital and Health Service where the Placement is occurring and the Education Provider Placement Contact Person about:

- (a) management and administration matters which affect the Facility and its involvement in the Placement; and
- (b) other issues arising which impact the Facility's ability to participate in the Program.

Force Majeure Event means any act or omission beyond the reasonable control of Queensland Health, including:

- (a) any physical natural disaster including fire, flood, lightning or earthquake;
- (b) war or any other state of armed hostilities (whether war is declared or not), including insurrection, riot, civil commotion,

act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;

- (c) epidemic, pandemic, or quarantine restriction;
- (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
- (f) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes;
- (g) significant budgetary or financial changes adversely affecting the operational requirements of the Facility and/or the Department; and
- (h) any change to the composition of government at a Federal, State or Local government which adversely affects the Program.

Health Practitioner Regulation National Law

means the Health Practitioner Regulation National Law (Queensland) that applies in Queensland under the *Health Practitioner Regulation National Law Act 2009* (Qld).

Hospital and Health Service

has the same meaning as the definition of Hospital and Health Service in the *Hospital and Health Boards Act 2011* (Qld).

Impairment

means a physical or mental impairment, disability, condition or disorder (including substance abuse or dependence) that detrimentally affects or is likely to detrimentally affect the Student's capacity to undertake a Placement.

Inappropriate Conduct

means:

- (a) mandatorily notifiable conduct as defined under the Health Practitioner Regulation National Law as it applies in Queensland to professions registered under the National Registration and Accreditation Scheme;
- (b) conduct that is inconsistent with the National Code of Conduct for Health Care Workers (Queensland) as it applies to:
 - (i) health care workers who are not required to be registered under the Health Practitioner Regulation National Law (including de-registered health practitioners), and
 - (ii) health care workers who are registered health practitioners under the Health Practitioner Regulation National Law and who provide health services that are unrelated to their registration.

- (c) conduct that, in the reasonable opinion of the Department, constitutes unsatisfactory conduct, unsatisfactory performance or unprofessional conduct;
- (d) conduct which amounts to an essential breach of this Deed; and
- (e) any other matter Queensland Health considers is likely to affect the Student's or Education Provider Supervisor's (as applicable) ability to successfully participate in the Program, including:
 - (i) not being adequately insured in accordance with this Deed if an Externally Enrolled Scholar;
 - (ii) not following any reasonable and lawful direction of Queensland Health;
 - (iii) engaging in the unsupervised treatment of Patients or any other unsupervised clinical duties;
 - (iv) performing activities that are outside the scope of the Placement;
 - (v) not exercising due care, skill and judgment that could reasonably be expected of a Student or Education Provider Supervisor (as applicable) on Placement in the performance of the Placement; and
 - (vi) breach of confidentiality or privacy including breach of clause 9 of this Deed, which may include accessing of Patient, Personnel or other Records, except for those Records which are directly relevant to the activities and tasks they have been allocated as part of their Placement.

Information Privacy Act means the *Information Privacy Act 2009* (Qld).

Insolvent means that a person is subject to one or more of the following:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party to this Deed);
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed

within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;

- (e) it is taken (under s459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in s459C(2)(b) or s585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which another Party to this Deed reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due, or something having a substantially similar effect to (a) to (g) happens in connection with that person under the laws of any jurisdiction.

Intellectual Property Rights

includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeder's rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of this Deed, but excludes Moral Rights.

Loss

includes any loss, damage, liability, tax, prohibition, penalty, fine or expense.

Material

means any material in which Intellectual Property Rights may subsist, including but not limited to original works, documents, computer software and data stored by any means.

Mandatory Notification

means a notification an entity is required to make to the National Agency under the Health Practitioner Regulation National Law.

Moral Rights

means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1986* (Cth), and rights of a similar nature anywhere in the world whether existing before, on, or after the Commencement Date.

National Agency

means Australian Health Practitioner Regulation Agency.

National Code of Conduct for Health Care Workers (Queensland)

means the document of that name that is prescribed under the *Health Ombudsman Regulation 2014* (Qld).

Non Commercial Purposes

means:

- (a) in respect of Queensland Health, for the purposes of performing functions under the *Hospital and Health Boards Act 2011* (Qld), and includes public health and governmental purposes of Queensland Health and any

statutory bodies established under the *Hospital and Health Boards Act 2011*; and

- (b) in respect of the Education Provider, for scholarly purposes of the Education Provider,

excluding any Commercialisation.

Party means the Department, the Education Provider, or a Hospital and Health Service who has assumed obligations under this Deed by signing a Student Placement Schedule.

Patient means a person who receives a health care service provided by a Facility, including persons receiving health care services at a location other than the Facility, including at a person's home.

Patient Treatment Records means the records of a Patient or group of Patients, and associated administrative records, in paper or electronic format (inclusive of assessment/test results and appointment information), which identifies and contains Personal Information about a Patient or a group of Patients (as the case may be).

Personal Information has the same meaning as in section 12 of the *Information Privacy Act 2009 (Qld)*, that is, information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identify is apparent or can reasonably be ascertained, from the information or opinion, and includes personal information under the Information Privacy Act.

Personnel means officers, employees, agents and contractors of a person.

Placement means clinical health care or other health education and training:

- (a) required to be completed by the Student in a Facility;
- (b) as a requirement of the Student's enrolment in a course or module of study provided by the Education Provider where the study forms part of pre-entry to a clinical health profession;
- (c) organised by the Education Provider Placement Contact Person (by negotiation with the Hospital and Health Service and/or Facility Contact Person) and documented in the form of a completed *Schedule 3 – Detailed Student Placement Template*;
- (d) that must be carried out and completed by the Student and managed by the Parties in accordance with the terms of this Deed; and
- (e) other than placement for the purposes of conducting research (for example, for a PhD or Masters Degree).

To remove any doubt:

- (a) research-only placements;
 - (b) volunteer professional development placements;
 - (c) work experience placements; and
 - (d) clinical observership placements,
- are not Placements for the purposes of this Deed.

Policy and Guidelines

means Queensland Health's policy, guidelines, standards, protocols, and other documents for the Program (as amended from time to time) which are to be found in the clinical placement section of the Department's website at <http://www.health.qld.gov.au> and the respective Hospital and Health Services' websites.

Program

means the Student Clinical Placement Program offered by Queensland Health which involves health care profession Students undertaking supervised clinical practical training:

- (a) at Facilities; and
- (b) under appropriate supervision arrangements,

as part of their course or module of study with the Education Provider for pre-entry to a relevant health profession.

Queensland Health

means, as the context permits, either:

- (a) the Department and the Hospital and Health Services operating the Facility relevant to a Placement;
- (b) the Department or the Hospital and Health Services operating the Facility relevant to the Placement; or
- (c) the Department and all of the Hospital and Health Services.

Queensland Health's Infection Prevention Control Guidelines

means:

- (a) The Australian Immunisation Handbook; and
- (b) any directive, policy, or guideline adopted by Queensland Health from time to time relating to infection control, risk assessment or vaccination.

Receiving Party

means the Party receiving Confidential Information from the Disclosing Party.

Recipient

means the recipient of a taxable supply as referred to in *Clause 14 – GST* of this Deed.

RTI Act

Right to Information Act 2009 (Qld)

Records	means all material including books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available in connection with the performance of this Deed and includes Patient Treatment Records.
Student	<p>(a) means any health care professional student who is enrolled in a course or module of study with the Education Provider that constitutes pre-entry to the profession or</p> <p>(b) is an Externally Enrolled Scholar;</p> <p>and undertakes a Placement in accordance with the terms of this Deed.</p>
Student Deed Poll	<p>means the document of that name (or similar) and any schedules or attachments which:</p> <p>(a) a Student must complete and sign prior to commencing the relevant Placement; and</p> <p>(b) must be completed and filed in such a manner that a copy is retained by the relevant Queensland Health Facility.</p>
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 a Student while on Placement.
Student Orientation	<p>means any document or process on the Department's website at http://www.health.qld.gov.au as amended from time to time regarding:</p> <p>(a) occupational health and safety requirements;</p> <p>(b) rules for the use of Facilities and resources belonging to Queensland Health;</p> <p>(c) the Policy and Guidelines; and</p> <p>(d) any other obligations under this Deed that will apply to the Student during the Placement;</p> <p>and which is to be undertaken by the Student:</p> <p>(e) before the commencement of the Student's first, and if required by Queensland Health, subsequent Placement, where the orientation is available or provided by the Department or a Hospital and Health Service; or</p> <p>(f) where not available prior to the commencement of Placement, within the legislated timeframes for completion which, in most cases, is within 48 hours of commencement.</p>
Student Orientation Checklist	means a document of that name (or similar) on the Department's website at http://www.health.qld.gov.au as amended from time to time which a Student must complete and sign prior to commencing the relevant Placement.

Student Placement Schedule

means a document that is substantially in the form of the *Schedule 3 – Detailed Student Placement Template* as attached to this Deed and which:

- (a) is accessed at the clinical placement section of the Department's website at <http://www.health.qld.gov.au>; and
- (b) is to be completed by the Education Provider in consultation with the relevant Queensland Health Facility in respect of each Placement; and
- (c) outlines any other commercial and/or practical arrangements that may apply to Placements; and
- (d) may limit or restrict the Facilities and/or Hospital and Health Services at which Placement may be undertaken under this Deed; and
- (e) must be executed prior to commencement of the Placements; and
- (f) is to be prepared in such a manner that a complete copy with full Student and Placement details can be retained by both the Education Provider and the Hospital and Health Service in accordance with Records retention requirements of this Deed; and
- (g) upon completion and execution, will be referred to as the Student Placement Schedule.

Supervisor

means a health professional appropriately qualified, registered and/or credentialed under the Policy and Guidelines and nominated in accordance with the Student Placement Schedule as the person responsible for undertaking supervision duties for the Placement.

Supervisor Deed Poll

means the document of that name (or similar) and any schedules or attachments which a relevant Education Provider Supervisor must:

- (a) complete prior to the relevant period of supervision; and
- (b) be completed and filed in such a manner that a copy is retained by the relevant Queensland Health Facility.

Supplier

means a Party who makes a taxable supply as referred to in *Clause 14 – GST* of this Deed.

Term

means the period from the Commencement Date until the Completion Date (as extended under clause 2.2) inclusive of those dates.

1.2 Interpretation

In this Deed, unless a contrary intention is expressed:

- (a) headings do not affect interpretation;
- (b) all currency amounts refer to Australian currency;
- (c) words in the singular include the plural and vice versa;
- (d) other grammatical forms of a defined word or phrase have a corresponding meaning;
- (e) a reference to a 'person' includes any legal entity;
- (f) a reference to a clause, part, annexure, exhibit or Schedule is a reference to a corresponding part of this Deed;
- (g) a reference to a document (including this Deed and any laws) includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct;
- (i) a reference to a Party includes that Party's executors, administrators, successors and permitted assignees;
- (j) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;
- (k) no rule of construction will apply to a provision of this Deed to the disadvantage of a Party merely because that Party drafted the provision or would otherwise benefit from it;
- (l) 'include', 'including' and similar words must be read as if followed by the words 'without limitation';
- (m) 'documents', 'information' and similar words include information recorded or stored in any form, tangible or intangible, including electronic media or devices;
- (n) 'consent' and 'approval' mean prior written consent and prior written approval respectively;
- (o) 'agreement' means agreement in writing;
- (p) if anything under this Deed is required to be done by or on a day that is not a Business Day in the place where the thing is to be done, that thing must be done by or on the next Business Day;
- (q) any reference to a person appointed to a position in relation to this Deed includes any replacement for that person nominated by the Party responsible for that position; and
- (r) if there is any inconsistency between:
 - (i) the operative provisions in this Deed; and

- (ii) any schedules, attachments to the operative provisions or any document incorporated into the Deed,

the operative provisions in this Deed will prevail to the extent of any inconsistency.

2. Term

- 2.1 This Deed takes effect on and from the Commencement Date and will continue for the Term, unless terminated earlier in accordance with this Deed.
- 2.2 The Parties may agree in writing to extend the Completion Date specified at *Schedule 2 - Details* for a further term of two years at any time prior to that date.

3. Scope

- 3.1 Placements under this Deed may be limited to or restricted by geography, study course/module, or any combination thereof as may be specified in *Schedule 1 – Scope of Placement*.
- 3.2 To remove doubt, this Deed does not apply to Students who are:
 - (a) employees of Queensland Health; and
 - (b) undertaking a Placement for purposes related to their employment with Queensland Health.
- 3.3 Students are not to be paid to attend Placement or receive any other financial benefit directly for Placement hours. An exception to this clause is Students who have been provided a grant by a party which is not a Party to this Deed and for which an amount is allocated for attendance and/or accommodation and/or a stipend.

4. The Department's Obligations

- 4.1 The Department is responsible for the management of this Deed and the overarching governance of the clinical placements program.
- 4.2 Subject to this Deed, the Department must:
 - (a) take reasonable steps to work with Hospital and Health Services and the Education Provider for purposes related to the Program;
 - (b) provide a point of leadership and management of the program;
 - (c) set the direction and policy parameters of clinical placement provision in Facilities;
 - (d) make available:
 - (i) this Deed; and

- (ii) the Policy and Guidelines relevant to Program management;
 - (e) nominate the relevant program management contact position; and
 - (f) nominate the relevant contact position for higher order program matters.
- 4.3 The Department's obligations also include those set out in clauses 5.1 to 5.8 as if the Department were a Hospital and Health Service, but only in relation to Placements at a Facility that is operated by the Department and where the Department has signed the relevant Student Placement Schedule.

5. Hospital and Health Services' Obligations

5.1 General Obligations

Subject to this Deed, and in accordance with other agreements between the Department and a Hospital and Health Service, the Hospital and Health Service must:

- (a) with reference to capacity and resourcing, provide access, orientation, resources, and opportunities to engage in immersive clinical teaching and training, including clinical supervision and assessment for students in the health care environment;
- (b) take reasonable steps to work with the Education Provider for purposes related to the Program;
- (c) provide the Education Provider Placement Contact Person with such information it reasonably requires to enable it to complete *Schedule 3 – Detailed Student Placement Template*;
- (d) nominate the relevant contact persons for the Hospital and Health Services including:
 - (i) the Supervisor;
 - (ii) the Alternate Supervisor where an Alternate Supervisor has been appointed;
 - (iii) the Facility Contact Person; and
 - (iv) such other persons nominated by the Hospital and Health Service as a contact person for a particular Placement;
- (e) have persons acting on its behalf (including persons from the relevant Hospital and Health Services) take reasonable steps to cooperate with and assist the Education Provider and the Student to help each Student meet any learning objectives (including those which relate to assessment);
- (f) make available:
 - (i) information the Education Provider requires for the Student Orientation; and
 - (ii) rules, policies, procedures, manuals and other information the Education Provider requires about the Program, Facility or each Placement;

when it is reasonable and appropriate to do so to enable the Education Provider to meet its obligations under the Deed (including notifying the Education Provider of any changes to Student Orientation);

- (g) cooperate with the Education Provider and the Student for the purpose of providing feedback or input on all or any part of the Placement, having regard to:
 - (i) the Policy and Guidelines; and
 - (ii) any other reasonable requirements nominated by the Education Provider (subject to receiving Notice of these reasonable requirements);
- (h) ensure that all health professionals responsible for the supervision of the Student during the Placement comply with:
 - (i) this Deed;
 - (ii) the Policy and Guidelines; and
 - (iii) any laws which may apply to activities undertaken during the Placement;
- (i) notwithstanding the Education Provider's obligation to carry out Student Orientation, give each Student access to any rules, policies, procedures and manuals required for:
 - (i) the use and operation of the Facility;
 - (ii) the use and operation of any resources belonging to Queensland Health; or
 - (iii) the provision of any services by Queensland Health which relate to activities connected with the Placement; and
- (j) comply with all other applicable obligations under this Deed.

5.2 Supervisors and Alternate Supervisors

- (a) Subject to clause 5.2(b), for each Placement (and in consultation with the Education Provider Placement Contact Person) the Hospital and Health Service will provide Students with:
 - (i) a Supervisor; and
 - (ii) where possible, an Alternate Supervisor in the event that the Supervisor is not available,

who is a health professional appropriately qualified, registered and/or credentialed under the Policy and Guidelines to supervise Student Placements.
- (b) Where the Education Provider nominates in *Schedule 3 – Detailed Student Placement Template* that the Education Provider:
 - (i) will provide a Supervisor or an Alternate Supervisor for a Placement; and
 - (ii) that Supervisor or Alternate Supervisor is not Queensland Health Personnel,

then:

- (iii) Queensland Health will not be required to provide a person for the relevant position; and
- (iv) the Education Provider warrants that at all times, any Supervisor or Alternate Supervisor to which clause 5.2(b) applies will:
 - (A) be a health professional who is appropriately qualified, registered and/or credentialed under the Policy and Guidelines to supervise Student Placements;
 - (B) be made fully aware of the Education Provider's, the Student's and their own obligations under this Deed before supervising any Placements;
 - (C) comply with this Deed at all times inclusive of completion of, and compliance with, the Supervisor Deed Poll; and
- (v) the Education Provider will be liable for the acts and omissions of the Supervisor or Alternate Supervisor.

5.3 Use of Facilities and Resources

Subject to this Deed and for activities directly related to the Placement, the Department or Hospital and Health Service (as the case may be) will allow Students and any Education Provider Supervisors and/or Alternative Supervisors to:

- (a) attend the Facility;
- (b) access and use equipment and resources at the Facility (subject to their availability) including:
 - (i) access to conference rooms, facilities for teaching and debriefing;
 - (ii) access to lockers and change rooms providing these facilities are needed for the Placement and available; and
 - (iii) any other equipment and supplies that may be required; and
- (c) access to both Patients allocated under clause 5.5 and Personal Information belonging to Patients, to the extent required for the purposes of the Placement and permitted by law.

5.4 Food and Accommodation

Before commencing each Placement, the Hospital and Health Service (at its discretion) may agree with the Education Provider that, for the duration of the Placement, the Hospital and Health Service will:

- (a) provide the Student with access to meals and accommodation during the Placement; and
- (b) require the Student to pay for meals and accommodation,

subject to alternative arrangements being negotiated with the Education Provider.

5.5 Work Allocation

- (a) The Hospital and Health Service Supervisor and/or Alternate Supervisor may allocate Patients and other work to Students during the Placement subject to:
- (i) any reasonable conditions imposed by the Hospital and Health Service;
 - (ii) the consent and needs of Patients; and
 - (iii) the level of competence demonstrated by each Student; and
 - (iv) consideration of any reasonable learning requirements of the Student as advised by the Education Provider which are reasonably acceptable to the Hospital and Health Service.

An Education Provider Supervisor is not responsible for allocation of Patients and must comply with the directions of the Hospital and Health Service in respect of Patient allocation.

- (b) Each Student may also have access to Personal Information belonging to Patients that is relevant to the Student's activities under clause 5.5(a), subject to:
- (i) completing Student Orientation;
 - (ii) signing and complying with the provisions of the Student Deed Poll;
 - (iii) appropriate supervision arrangements being in place;
 - (iv) any directions given by the Hospital and Health Service;
 - (v) the terms of this Deed; and
 - (vi) any applicable laws.
- (c) Despite clauses 5.5(a) and 5.5(b), the relevant Hospital and Health Service will at all times be responsible for:
- (i) the standard and quality of care provided to that Hospital and Health Service's Patients; and
 - (ii) any decisions in relation to their care and treatment.
- (d) The Parties acknowledge that Students are to be treated as being in excess of the required number of Facility staff to operate the Facility and are not to be used for purposes of filling a Facility position, to relieve Facility workloads, or replace absent Facility staff.

5.6 Issues Affecting Student / Education Provider Supervisor Performance

(a) Inappropriate Conduct

- (i) If Queensland Health becomes aware or concludes that a Student or Education Provider Supervisor has engaged or is engaging in any conduct during the Placement that amounts to Inappropriate Conduct, it must immediately give the Education Provider Placement Contact Person Notice which includes:
 - (A) the Student's or Education Provider Supervisor's (as applicable) details;
 - (B) a brief explanation of how the Queensland Health believes the Student or Education Provider Supervisor (as applicable) has engaged in Inappropriate Conduct; and
 - (C) any recommendations as to how the Queensland Health believes the Education Provider should address the issue with the Student or Education Provider Supervisor (as applicable).
- (ii) Despite any other right or remedy available to Queensland Health (and upon giving Notice under clause 5.6(a)(i)), Queensland Health may at any time after receiving evidence of Inappropriate Conduct by the Student or Education Provider Supervisor (as applicable):
 - (A) suspend or terminate a Placement;
 - (B) require a Student or Education Provider Supervisor (as applicable) to both leave and cease attending the Facility; and
 - (C) cease access of the Student or Education Provider Supervisor (as applicable) to Queensland Health Facilities either temporarily or permanently.
- (iii) To remove doubt, although Queensland Health may:
 - (A) give Notice under clause 5.6(a)(i);
 - (B) take further action under clause 5.6(a)(ii);
 - (C) refer the conduct and provide evidence to a relevant law enforcement agency; and
 - (D) initiate civil proceedings; and
 - (E) exercise any other right or remedy available under Deed,

with the exception of clause 5.6(a)(iv), it is the Education Provider who is responsible for taking any further disciplinary action it considers necessary against any Student or Education Provider Supervisor (as applicable) who has engaged in Inappropriate Conduct.
- (iv) The Parties acknowledge that, in the case of Externally Enrolled Scholars, the Education Provider may refer any matter arising under clause 5.6(a)(iii) to the

Externally Enrolled Scholar's home university for this university to take any further disciplinary action that it considers necessary against the Externally Enrolled Scholar.

(b) Other Issues

In addition to any other right or remedy available, Queensland Health may:

- (i) refer a Student on to the Education Provider Placement Contact Person;
- (ii) require a Student to both leave and cease attending a Facility; and
- (iii) terminate a Placement,

or exercise any of the above rights it considers appropriate in the event a Student:

- (iv) does not have the minimum English skills generally required for the Placement (which the Department may determine by having regard to the duties performed during the Placement); and
- (v) in the Department's view (only after consultation with the Education Provider), has not completed the minimum theoretical components in the Student's course or module of study.

(c) Notice

Queensland Health will provide Notice to the Education Provider if it takes any action under clause 5.6(a)(ii), clause 5.6(b)(ii) or clause 5.6(b)(iii).

5.7 Number of Placements

- (a) Despite any other provision in this Deed, Queensland Health (at its discretion and without any liability whatsoever) reserves the right to determine, and if necessary reduce, the number of Placements available or able to be offered for any time because of:
 - (i) a Force Majeure Event;
 - (ii) insufficient or unavailable staff;
 - (iii) other issues directly affecting the availability or suitability of Facilities and resources;
 - (iv) other policy directions or competing priorities of Queensland Health; and
 - (v) any other issue Queensland Health considers will affect its ability to continue offering the Program.
- (b) If a Placement which has already been organised is affected for reasons described in clause 5.7(a):
 - (i) the Department or Hospital and Health Service must give the Education Provider Placement Contact Person Notice of its change within five Business Days of becoming aware of its existence; and

- (ii) where possible, each Party must use its best endeavours to make alternative arrangements for the Placement.

5.8 Not Responsible to Pay

Queensland Health has no responsibility to pay the Education Provider or any Student for any activities undertaken by them because of this Deed (unless agreed between the Department and Education Provider pursuant to clause 13.3).

6. Education Provider's Obligations

6.1 General Obligations

- (a) The Education Provider must comply with all relevant laws in relation to performance of its obligations under this Deed, including (as applicable) the *Human Rights Act 2019* and the *Modern Slavery Act 2018* (Cth).
- (b) Subject to this Deed, the Education Provider is (and continues to be) primarily responsible for doing all things reasonably necessary to:
 - (i) ensure Students are ready for exposure to and practical learning in the context of a fully operational public health facility; and
 - (ii) enable Queensland Health to provide the Placements.
- (c) As part of its obligations under clause 6.1(b), the Education Provider is responsible for:
 - (i) the administration, coordination and completion of its duties and obligations in connection with the Program and each Placement;
 - (ii) ensuring its compliance with all relevant laws, standards and regulations applicable to it as the Student's Education Provider;
 - (iii) any learning objectives the Education Provider would like the Student to achieve and the accuracy of any Student assessment arising out of a Placement; and
 - (iv) ensuring *Schedule 3 – Detailed Student Placement Template* is properly completed;
 - (v) providing such other information Queensland Health requires for the Placements at such times and in the format required by Queensland Health, including:
 - (A) the personal contact details of each Student (including but not limited to telephone numbers, addresses, and email addresses), their student ID number, their Australian Health Practitioner Regulation Association Registration Number (if applicable), the Facility they would like the Student to attend, and the proposed dates for attendance;
 - (B) evidence of the Student's completion of the Student Orientation;

- (C) the course and module of study in which the Student is enrolled along with the health profession or occupation to which their Placement relates;
 - (D) whether this is a health profession or occupation that is regulated under Health Practitioner Regulation National Law;
 - (E) the scope of the Placement and any learning objectives the Education Provider would like the Student to achieve, and any reasonable assessment reporting the Education Provider would like the Supervisor to carry out during the course of the Placement;
 - (F) any clinical experience or skills the Education Provider would like the Student to obtain;
 - (G) as negotiated with Queensland Health, any equipment or resources the Education Provider and/or Student will provide for the Placement (e.g. uniforms and appropriate attire); and
 - (H) any other information Queensland Health considers relevant (e.g. special needs information);
- (vi) immediately notifying the Facility Contact Person if:
- (A) before the commencement of any Placements, the Education Provider becomes aware of circumstances that will cause a reduction in the total number of Placements required for Students at the Facility (thus making the Department free to make those Placements available to other Students with the Education Provider or another education provider); or
 - (B) during a Placement, the Education Provider becomes aware that a Student becomes ill or is unable to attend the Facility for their Placement for any other reason;
- (vii) using reasonable endeavours to ensure each Student:
- (A) completes Student Orientation (including signing the Student Orientation Checklist forming part of the Student Orientation) and signs the Student Deed Poll before the commencement of each Placement;
 - (B) is properly informed of any information contained in the relevant Student Placement Schedule about each Placement;
 - (C) demonstrates readiness for exposure to and practical learning in the context of a fully operational public health facility; and
- (viii) ensuring each Student is adequately insured in accordance with this Deed before the commencement of each Placement;
- (ix) all aspects related to development and ongoing provision of assessment and assessment processes connected with the Student's course or module of study acknowledging that Queensland Health Personnel including Supervisors and Alternate Supervisors may report formally or informally towards

assessment of a Student's performance, practical skills, learning, knowledge or development;

- (x) providing each Student with any academic guidance and counselling they may need because of issues arising during the Placement and their course or module of study or in the case of an Externally Enrolled Scholar, referring the Externally Enrolled Scholar to their own university to receive academic guidance or counselling, in accordance with the Education Provider's policies and procedures and to the extent permitted under applicable privacy legislation, informing the Facility Contact Person of any matters pertaining to the Student that may result in adverse consequences for the Student's participation in the Placement or for patient safety;
- (xi) discharging all other applicable obligations under this Deed;
- (xii) taking all reasonable steps to ensure that at all times, the Education Provider and the Students and Education Provider Supervisors for whom the Education Provider is responsible are fully familiar and fully compliant with:
 - (A) this Deed, the Student Deed Poll, and Supervisor Deed Poll (as applicable);
 - (B) the Schedules and relevant attachments to this Deed;
 - (C) the Policy and Guidelines;
 - (D) any approvals or conditions imposed by the National Agency or any other applicable professional body;
 - (E) any laws which may apply to any acts or omission undertaken during the Placement; and
 - (F) any of the Education Provider's policies and procedures as are relevant to the Student undertaking a Placement;
- (d) where applicable, obtaining and providing all consents and permissions that may be needed to comply with this Deed and facilitate the delivery of each Placement before the Placement commences;
- (e) taking any disciplinary action it considers necessary for any Students or Education Provider Supervisors who engage in Inappropriate Conduct, or in the case of Externally Enrolled Scholars, referring the matter to the Externally Enrolled Scholar's own university to undertake disciplinary action; and
- (f) notifying the Facility Contact Person, at least 20 Business Days prior to the commencement of a Placement, if a Student is under the age of 18 years as at the proposed commencement of the Placement.

6.2 The Education Provider acknowledges that it:

- (a) has read this Deed; and
- (b) has made proper investigations and enquiries into its obligations under this Deed and the obligations of its Students and Education Provider Supervisors.

6.3 Student Conduct

- (a) If the Education Provider is aware of any of the following matters in respect of a Student, to the extent permitted by law, the Education Provider must give Notice of the matters to the Facility Contact Person as soon as reasonably practicable, and if the Student has not commenced the Placement, at least 20 Business Days prior to the commencement of the Student's Placement:
 - (i) the Student has been disciplined in respect of any unsatisfactory conduct or unsatisfactory performance in respect of the Student's studies with the Education Provider;
 - (ii) the Student has engaged in any Inappropriate Conduct in respect of any Placement undertaken by the Student or any placements with entities other than Queensland Health; and
 - (iii) the Student has been the subject of a Mandatory Notification.
- (b) If, at any time prior to or during the Placement the Education Provider reasonably believes that a Student has an Impairment that may place the public at substantial risk of harm, the Education Provider must notify the National Agency and the Department, and the relevant Hospital and Health Service, as soon as reasonably practicable.

6.4 Placement Feedback

- (a) At any time, the Education Provider may make enquiries into and formally seek feedback about any Placement from:
 - (i) the Student;
 - (ii) the Supervisor;
 - (iii) the Alternate Supervisor (if applicable);
 - (iv) the Facility Contact Person; or
 - (v) such other contact person nominated for Queensland Health.
- (b) The Department agrees that it will provide reasonable assistance to the Education Provider to facilitate the provision of this formal feedback for the purposes of the Education Provider being able to undertake its assessment of its Students (subject to relevant laws).

7. Student Obligations

7.1 Education Provider's Responsibility

The Education Provider must use its best efforts to ensure that its Students comply with this clause at all times.

7.2 **Attending the Facility**

The Education Provider must ensure that the Student attends the Facility:

- (a) at such times and under such arrangements nominated by the Education Provider Placement Contact Person; or
- (b) in any event (and at Queensland Health's discretion), at such alternative times as confirmed by Queensland Health during each Placement.

7.3 **Before Commencing the Placement**

Before commencing each Placement, the Education Provider must ensure that each Student:

- (a) is properly informed with respect to their obligations under this Deed;
- (b) completes Student Orientation on terms reasonably acceptable to Queensland Health and does not present for Placement until the Student has completed Student Orientation, completed all prescribed training, and signed the Student Orientation Checklist and Student Deed Poll.

For the avoidance of doubt, the responsibility of the Education Provider for Student Orientation is limited to:

- (i) advising the Student of their obligation to complete the Student Orientation and sign the Student Deed Poll;
 - (ii) checking and retaining a record of the Student's completed Student Orientation Checklist and Student Deed Poll (as relevant); and
 - (iii) advising the Student of their obligation to review or in some cases recomplete the Student Orientation prior to any subsequent Placement after the first Placement;
- (c) unless Queensland Health agrees otherwise, has access to and complies with the Policy and Guidelines and other policies and directions (including those of a particular Hospital and Health Service or Facility) for:
- (i) immunisation and infection control and the Queensland Health's Infection Prevention Control Guidelines; and
 - (ii) legislated and/or other checks similar to those referred to as pre-employment checks (such as criminal history checks, working with children (e.g. Blue Card), or as otherwise required and updated from time-to-time; and
 - (iii) occupational health and safety including policies about working with hazardous substances or dangerous goods; and
 - (iv) any attire, personal protective equipment, and identification requirements when attending the Facility;
- (d) satisfies any applicable registration requirements imposed under Division 7 of the Health Practitioner Regulation National Law;

- (e) is aware of responsibilities under the National Code of Conduct for Health Care Workers (Queensland), where applicable;
- (f) discloses any existing conflicts of interests before the commencement of the Placement;
- (g) has the minimum English skills generally required for a person to successfully complete the Placement; and
- (h) has satisfied the minimal theoretical components of their course or module of study to enable successful completion of the Placement; and.
- (i) if an Externally Enrolled Scholar:
 - (i) has the appropriate visa, if required, to undertake the Placement as an overseas student;
 - (ii) has or is covered under insurances required pursuant to clause 16 which will have effect in Queensland and for the activities of the Student during the Placement;
 - (iii) is currently enrolled as a student at a university other than the Education Provider in a health professional course acceptable to the Department; and
 - (iv) has provided satisfactory and verified evidence of the above to the Education Provider.

7.4 During the Placement

During the Placement, the Education Provider must also take all reasonable steps to ensure that each Student will:

- (a) comply with the Policy and Guidelines at all times;
- (b) comply with Queensland Health's rules, policies, procedures and manuals for the use and/or operation of the Facility and any resources available at the Facility;
- (c) exercise due care, skill and judgment of a reasonably prudent Student health care professional while completing all activities connected with the Placement;
- (d) perform all activities in a proper and responsible manner that may reasonably be expected of the Student having regard to the health discipline, expected competency, years of study, and course level of the Student;
- (e) follow any reasonable and lawful direction given by:
 - (i) the Supervisor;
 - (ii) the Alternate Supervisor;
 - (iii) the Facility Contact Person;
 - (iv) the Department Contact Person; or
 - (v) any other person nominated by Queensland Health;

- (f) not act outside the scope of their Placement;
- (g) provide the equipment and resources (for example uniforms and safety equipment) for which the Parties agree the Student will be responsible;
- (h) unless otherwise agreed, pay for their own travel and accommodation costs associated with the Placement;
- (i) carry out activities, procedures and other acts in accordance with the instructions of the Supervisor or the Alternate Supervisor;
- (j) promptly report all information and explanations that may be important or relevant to activities undertaken during the Placement to the Supervisor and, in the absence of the Supervisor, to the Alternate Supervisor;
- (k) keep proper and accurate Records for any Patient that is treated by the Student;
- (l) comply with the *Work Health and Safety Act 2011* (Qld) at all times while attending the Facility (including obtaining and wearing appropriate attire);
- (m) comply with Queensland Health's rules, policies, procedures and manuals for the use and operation of the Facility and any resources belonging to Queensland Health;
- (n) do all things necessary to ensure that any actual or perceived conflicts of interest are avoided;
- (o) comply with all laws governing the use and disclosure of Confidential Information and Personal Information (including Part 7 of the *Hospital and Health Boards Act 2011* (Qld)) or any Material which contains Intellectual Property Rights belonging to either the Department or a Hospital and Health Service;
- (p) act in the best interests of Queensland Health;
- (q) not intentionally do anything that may be harmful to Queensland Health's interests or reputation; and
- (r) not act in a manner that may cause Queensland Health to breach its obligations under any laws.

7.5 Relationship Between Students and Queensland Health

Students undertaking Placements:

- (a) are not staff, employees, agents, or contractors of the Department or a Hospital and Health Service; and
- (b) must only carry out activities connected with the Placement in accordance with directions given by the Department or a Hospital and Health Service.

8. Shared Obligations of the Parties

Each Party acknowledges and agrees that it will:

- (a) cooperate with the other Party, or Parties as the case requires, by providing such information reasonably needed by the other Party for purposes related to this Deed (subject to any relevant laws);
- (b) do all things necessary to ensure it does not cause or contribute (either wholly or in part) to any act or omission that amounts to a default under this Deed; and
- (c) act in good faith in its dealings with the other Party, or Parties as the case requires, for purposes related to the Deed.

9. Confidentiality and Privacy

- 9.1 Each Receiving Party must ensure that Confidential Information belonging to the Disclosing Party is kept confidential and not use or disclose it without the Disclosing Party's consent unless the use or disclosure is:
- (a) required or authorised by law;
 - (b) needed for the performance of this Deed (including disclosure by each Party to their Personnel and by the Department to the relevant Hospital and Health Service);
 - (c) in the case of the Department,
 - (i) to Ministers and their advisors, which is relevant to the Minister's role and responsibilities; and
 - (ii) as required under the RTI Act or the Information Privacy Act; or
 - (d) to the Receiving Party's legal or financial advisors.
- 9.2 For the purposes of administering this Deed, the Education Provider acknowledges that the Department may use or disclose any of the information provided by or about the Education Provider, or this Deed, to:
- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
 - (b) a body established by the State of Queensland through the Governor or a Minister; or
 - (c) an incorporated company over which the State of Queensland exercises control.
- 9.3 Each Party must:
- (a) immediately provide Notice to the other Party if it becomes aware of any breach of this clause;
 - (b) immediately provide Notice to the other Party if it is required to disclose the Disclosing Party's Confidential Information under any law; and
 - (c) upon receiving a request from the other Party (either during the Term or upon its early termination or expiry) deliver or destroy all documents, Records or files in its possession or control which contain the Disclosing Party's Confidential Information in

accordance with the other Party's instructions. The Receiving Party may retain a copy of the Disclosing Party's Confidential Information to the extent required or authorised by law, provided that the Receiving Party continues to be bound by this Deed in relation to that Confidential Information.

9.4 The Receiving Party must:

- (a) take all steps reasonably necessary to protect the Disclosing Party's Confidential Information from misuse, loss and unauthorised access, modification or disclosure; and
- (b) where the Receiving Party is the Education Provider, comply with all applicable legislative confidentiality obligations including those under Part 7 of the *Hospital and Health Boards Act 2011* (Qld), section 147 of the *Private Health Facilities Act 1999* (Qld), Chapter 6 of the *Public Health Act 2005* (Qld), and Part 7, Division 1 of the *Ambulance Service Act 1991* (Qld), to the extent that these provisions apply to the Education Provider in connection with this Deed.

9.5 Where the Receiving Party discloses any of the Disclosing Party's Confidential Information to a third party, the Receiving Party must inform the third party of the confidential nature of the Confidential Information.

9.6 The Receiving Party will be responsible for all use and disclosure of the Disclosing Party's Confidential Information by the Receiving Party's Personnel and legal or financial advisors, and other third parties to whom it discloses the Confidential Information, and warrants that the Receiving Party's Personnel are bound by obligations of confidentiality consistent with and equivalent to this clause.

9.7 If the Education Provider collects or has access to or in any way deals with Personal Information in connection with the activities carried out under this Deed, the Education Provider must:

- (a) comply with Parts 2 and 3 of Chapter 2 of the Information Privacy Act in relation to the discharge of the Education Provider's obligations under this Deed as if the Education Provider were the Department;
- (b) ensure that the Personal Information is protected against misuse, loss and unauthorised access, modification or disclosure;
- (c) not use the Personal Information other than for the purposes of the performance of this Deed, unless required or authorised by law;
- (d) not disclose the Personal Information without the consent of the Department, unless required or authorised by law;
- (e) not transfer the Personal Information outside of Australia without the Department's consent;
- (f) immediately notify the Department if the Education Provider becomes aware that a disclosure of any of the Personal Information obtained under this Deed is, or may be, required or authorised by law;
- (g) ensure that access to the Personal Information is restricted to the Education Provider's Personnel who require access in order to perform this Deed;

- (h) ensure that the Education Provider's Personnel do not access, use or disclose the Personal Information other than in the performance of this Deed;
 - (i) ensure that the Education Provider's subcontractors with access to or use of the Personal Information comply with obligations the same as those imposed on the Education Provider under this clause and that relevant subcontracts include obligations in relation to the Personal Information consistent with and equivalent to this clause;
 - (j) fully cooperate with the Department to enable the Department to respond to applications for access to, or amendment of, a document containing any of the Personal Information, and to privacy complaints; and
 - (k) comply with such other privacy and security measures as the Department reasonably advises the Education Provider in writing from time to time.
- 9.8 If the Department requests, the Education Provider must obtain from the Receiving Party's Personnel engaged for the purposes of this Deed an executed deed of confidentiality and/or privacy in favour of the Department in a form acceptable to the Department.
- 9.9 The Education Provider acknowledges that:
- (a) the RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government Bodies, subject to specified exemptions under the RTI Act;
 - (b) information relating to this Deed is potentially subject to disclosure under the RTI Act; and
 - (c) it should indicate any relevant concerns to the Department at the time of disclosing the information to the Department.

10. Intellectual Property

10.1 Existing Material of Parties

- (a) The Parties acknowledge and agree that ownership of Intellectual Property Rights in the Existing Material of each Party will remain with each respective Party and the terms and conditions of this Deed will not affect those rights.
- (b) Where the Education Provider provides Existing Material of the Education Provider to Queensland Health for the purposes of a Placement, the Education Provider grants to Queensland Health a royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, and adapt the Existing Material for the purposes of a Placement or to enable Queensland Health to:
 - (i) Perform its obligations under this Deed, but not for Commercialisation, by Queensland Health, unless otherwise agreed between the Parties; or
 - (ii) perform their functions under the *Hospital and Health Boards Act 2011* (Qld).

10.2 Patient Treatment Records Created by Education Provider Personnel or Students

The Parties agree Intellectual Property Rights in Patient Treatment Records created by Education Provider Personnel or Students will vest in and be owned by the Department.

10.3 Licences - Education Provider Intellectual Property

- (a) Where the Education Provider becomes the sole owner of the Intellectual Property Rights in Student Material produced as a result of a Placement, (for example where a Student assigns the Intellectual Property Rights to the Education Provider) the Education Provider grants to Queensland Health a permanent, irrevocable, royalty-free, non-exclusive licence (including the right of sub-licence) to use, reproduce, adapt, publish and communicate the Intellectual Property Rights in that Student Material for the Non-Commercial Purposes of Queensland Health.
- (b) Subject to any law or agreement to the contrary, where an activity or task associated with a Placement is undertaken by or on behalf of the Education Provider (excluding Students) then ownership of any new Material created by or on behalf of the Education Provider in the course of undertaking the activity or task (excluding Patient Treatment Records) will upon creation vest in the Education Provider.
- (c) To the extent Education Provider New Material adapts, uses, modifies or incorporates any Existing Material of Queensland Health, Queensland Health grants to the Education Provider a permanent, irrevocable, royalty free, non-exclusive licence (including a right to sub-licence) to use such Existing Material in conjunction with use of the Education Provider New Material.
- (d) The Education Provider grants to Queensland Health a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, publish and communicate the Intellectual Property Rights in that Education Provider New Material for the Non-Commercial Purposes of Queensland Health.
- (e) Subject to any agreement to the contrary, and to clause 10.4, where an activity or task associated with a Placement is undertaken by or on behalf Queensland Health then ownership of any new Material created by or on behalf of Queensland Health in the course of undertaking the activity or task will upon creation vest in the Department.
- (f) To the extent Department New Material (excluding Patient Treatment Records) adapts, uses, modifies or incorporates any Existing Material of the Education Provider the Education Provider grants to the Department and the Hospital and Health Service a permanent, irrevocable, royalty free, non-exclusive licence (including a right to sub-licence) to use such Education Provider Existing Material in conjunction with use of the Department New Material.
- (g) The Department grants to the Education Provider a permanent, irrevocable, royalty-free, non-exclusive licence to use, reproduce, adapt, publish and communicate the Intellectual Property Rights in that Department New Material for the Non-Commercial Purposes of the Education Provider.
- (h) The Education Provider will not sub-license the Intellectual Property Rights in any Department New Material without first obtaining the Department's agreement, which will not be unreasonably withheld.

10.4 Student Material

- (a) Subject to clause 10.4(b), the Parties acknowledge that where a Student creates Student Material for the sole purpose of assessment related to their course or module of study, the Student will own the Intellectual Property Rights in that Student Material. The Education Provider will do all things reasonably practicable to ensure Queensland Health is granted a perpetual, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, publish and communicate the Intellectual Property Rights in such Student Material.
- (b) The Parties acknowledge that where a Student creates Material:
 - (i) that contains or is based upon Existing Material or New Material of either the Department or a Hospital and Health Service; or
 - (ii) was produced by the Student in conjunction or consultation with an employee, contractor or agent of either the Department or a Hospital and Health Service;
 - (iii) as a result of Queensland Government or Hospital and Health Service funding,the Intellectual Property Rights in the Student Material will vest, on creation, in the Department or the relevant Hospital and Health Service.

11. Detailed Student Placement Template (Schedule 3)

- 11.1 Upon receiving the relevant information reasonably required from Queensland Health, the Education Provider Placement Contact Person must:
 - (a) prepare each *Schedule 3 – Detailed Student Placement Template* in a form essentially the same as the template at Schedule 3 of the Deed; and
 - (b) provide each completed *Schedule 3 – Detailed Student Placement Template* to the appropriate delegate nominated by the Queensland Health in accordance with clause 11.5.
- 11.2 Upon completion and execution of *Schedule 3 – Detailed Student Placement Template*, the document will be referred to operationally as the Student Placement Schedule.
- 11.3 The Education Provider must ensure that each Student is made familiar with their obligations under the completed Student Placement Schedule and any terms that will apply to the Placement because of this Deed.
- 11.4 The terms of each completed Student Placement Schedule may be accepted (and hence become legally binding on Queensland Health and the Education Provider in accordance with this Deed) through conduct (e.g. evidence of ongoing correspondence about the Placement from the Education Provider following delivery of the completed Student Placement Schedule).
- 11.5 The Department will make available to the Education Provider a list of all Queensland Health Personnel who are delegated to sign the *Schedule 3 – Detailed Student Placement Template*, and will update this list as changes to delegations and Personnel occur from time to time.
- 11.6 In the event that the Education Provider submits a completed Student Placement Schedule to a member of Queensland Health Personnel delegated in accordance with clause 11.5 and

Queensland Health does not issue the Education Provider with any amendments within twenty (20) Business Days, the completed *Schedule 3 – Detailed Student Placement Template* will be assumed to be approved by the Department, regardless of whether or not the Schedule is signed by or on behalf of Queensland Health.

12. Records

- 12.1 To the fullest extent permitted by law, the Education Provider must give the Department reasonable access to any Records:
- (a) under the Education Provider's direction and control; and
 - (b) which are related to the Program,
- for purposes related to the following:
- (c) to undertake an inspection and audit of those Records; or
 - (d) for any other purpose directly related to this Deed – to determine whether the terms of this Deed have been satisfied.
- 12.2 The Department must give the Education Provider at least 10 Business Days' Notice before exercising its right of entry under this clause.
- 12.3 Where access is required under this clause then subject to the reasonable security requirements of the Education Provider as advised by Notice to the Department, the Education Provider must:
- (a) fully cooperate with the Department; and
 - (b) not hinder or obstruct the Department,
- when the Department is exercising its rights under this clause.
- 12.4 Student Placement Records for Students must be retained for 25 years after the qualification is awarded to the Student or 25 years after the Student withdraws from the course, whichever is later. Student Records may include, but are not limited to, the Student Placement Deed, Schedules, orientation lists, roster and supervision details, correspondence, observation, evaluations, assessments, and reports.

13. Payment

- 13.1 This clause applies when Queensland Health nominates in Item 9 of *Schedule 3 – Detailed Student Placement Template* that a payment is required from the Education Provider for Queensland Health's services in relation to the Placement.
- 13.2 Subject to clause 13.3 and clause 4 of this Deed, in consideration for the services provided by Queensland Health for the Placement, the Education Provider must:
- (a) pay Queensland Health any service fee nominated in completed *Schedule 3 – Detailed Student Placement Template*; and

- (b) reimburse Queensland Health for any agreed expenses,

within thirty (30) days of receiving a valid tax invoice from Queensland Health.

- 13.3 In the event that the Education Provider has paid Queensland Health a service fee and a Placement does not proceed in whole or in part, the Education Provider will be entitled to receive a pro rata refund of the fees paid to Queensland Health from the date of cessation of the Placement which will be in full and final satisfaction of all claims against Queensland Health for that matter.

14. GST

- 14.1 Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given to them in that Act.
- 14.2 Unless otherwise stated, any amount specified in this Deed as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- 14.3 If a Party makes a taxable supply under this Deed (the Supplier), then the recipient of the taxable supply (the Recipient) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- 14.4 Notwithstanding clause 14.3, the Recipient is not obliged under this Deed to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.
- 14.5 If an adjustment event arises in relation to a taxable supply made by a Supplier under this Deed, the amount paid or payable by the Recipient pursuant to clause 14.3 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.
- 14.6 If a third party makes a taxable supply and this Deed requires a Party to this Deed to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other Party to that third party for that taxable supply, the amount the Payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other Party is entitled in respect of the expense or liability.

15. Security and Access

The Education Provider, when using any Facilities or premises belonging to Queensland Health, must:

- (a) comply with all rules, directions and procedures (including those relating to security or workplace health and safety) that are in effect at the premises or facilities;
- (b) avoid unnecessary interference with the passage of people and vehicles;
- (c) not create a nuisance or any unreasonable noise and disturbance; and
- (d) ensure that any Students and its Personnel or other persons involved in the Program comply with paragraphs (a) to (c).

16. Insurances

- 16.1 Subject to clause 16.8, the Education Provider must, at its cost, take out and maintain at all times during the Term, the following insurances:
- (a) Workers' Compensation insurance as required by law;
 - (b) Public Liability insurance for not less than \$10 million per occurrence (Costs Exclusive) that specifically includes cover for:
 - (i) Students;
 - (ii) vicarious liability for its personnel, consultants, contractors, subcontractors and agents; and
 - (iii) abuse and molestation defence costs and inquiry costs extension, endorsement, or writeback.
 - (c) Medical Indemnity/Medical Malpractice or Professional Indemnity insurance that includes cover for the provision of healthcare services for not less than \$10,000,000 per claim and \$20,000,000 in the annual aggregate policy period (Costs Exclusive) and specifically include cover for:
 - (i) Students;
 - (ii) vicarious liability for its personnel, medical practitioners including locum doctors (where applicable), consultants, contractors, subcontractors and agents; and
 - (iii) breach of confidentiality and privacy.
 - (d) Personal Accident insurance for Students with respect of injury sustained or illness arising whilst undertaking their Placement in the Program, 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) being a passenger in fixed-wing or helicopter aircraft as travel to undertake activities associated with the Placement at Facilities; and
 - (iii) undertaking activities associated with the Placement at Facilities not owned or operated by Queensland Health, including private residences.
 - (e) Cyber insurance for an amount adequate to cover the maximum probable losses that may occur within an annual policy period that specifically includes cover for Network Security and Privacy liability.
- 16.2 The insurances required under clause 16.1 must be:
- (i) on reasonable commercial terms that are acceptable to the Department (acting reasonably);
 - (ii) held with an insurer or insurers authorised and licensed to operate in Australia, Uni Mutual Limited or otherwise with an insurer or insurers with a security rating of A- or better from AM Best (or equivalent rating organisation);
 - (iii) in the name of the Education Provider as policy holder or a named insured;
 - (iv) subject to a territorial limit and jurisdictional limit that includes Australia.

- 16.3 The Education Provider must on request, promptly provide to the Department sufficiently detailed Evidence of Insurance as agreed by the Department or such other satisfactory evidence the Principal may reasonably require to demonstrate that the Education Provider has in place the required insurance upon commencement of the Deed, within five (5) Business Days of a request from the Department or when renewing or changing an insurance policy.
- 16.4 Unless otherwise agreed by the Department in writing, the Education Provider must maintain insurance, or hold run-off insurance, for a minimum period of 6 years after the Completion Date for all insurance policies which are maintained on a "claims made" basis
- 16.5 The Education Provider warrants that any endorsements, exclusions and deductibles that may be applicable to the required insurances, will not impact on the Education Provider's ability to meet any claim or otherwise prejudice the Department's rights under this Deed.
- 16.6 The Education Provider must ensure that all agents, contractors, subcontractors or third parties engaged by the Education Provider for purposes the Program are insured under the insurance policies required under clause 16.1 (as applicable) or otherwise hold adequate insurance that complies with the requirements specified in this Clause 16 (as applicable).
- 16.7 The Education Provider must ensure that any of its Personnel involved in the provision of the Program and who hold registration under the National Law retain insurances in accordance with their applicable profession-specific National Board Standards.
- 16.8 The Department acknowledges that the Education Provider may self-insure all or part of the liabilities and risks that may arise under this Deed, in that event the Department may, at its sole discretion, agree to the Education Provider being self-insured provided that the Education Provider provides the Department with such supporting documentation as may be required by the Department, including the Education Provider's financial records (limited to publicly available financial records where the Education Provider or its related body corporate is publicly traded).

17. Indemnity

- 17.1 Neither Party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with this Deed, for any Loss to the extent that the other Party (or the other Party's Personnel) contributed to the Loss.
- 17.2 A Party who suffers any Loss in connection with this Deed must take reasonable steps to mitigate its Loss. The other Party will not be responsible for any Loss to the extent that the injured Party could have avoided or reduced the amount of the Loss by taking reasonable steps to mitigate its Loss.
- 17.3 To the fullest extent permitted by law, but subject to clauses 17.1 and 17.2, the Education Provider indemnifies Queensland Health and its Personnel for all Loss suffered or incurred by Queensland Health and its Personnel:
- (a) resulting from any Claim that may be brought against or made upon or incurred by any of them (whether in contract, tort including negligence or otherwise) in connection with any:
 - (i) act or omission of the Education Provider, its Personnel or a Student which amounts to a breach of the Education Provider's obligations or warranties under this Deed;

- (ii) unlawful act or omission of the Education Provider, its Personnel or a Student connected with the Education Provider's actual or attempted performance of the Education Provider's obligations under this Deed;
- (iii) neglect or default connected with the Education Provider's actual or attempted performance of obligations under this Deed;
- (iv) infringement or alleged infringement of any third party's Intellectual Property Rights or Moral Rights arising out of any use of Student Material in accordance with this Deed;
- (v) act or omission of an Education Provider Supervisor which amounts to a breach of a Supervisor Deed Poll; or
- (vi) act or omission of a Student which amounts to a breach of a Student Deed Poll,

and all costs (including legal costs on an indemnity basis) that are reasonably and properly incurred by Queensland Health and its Personnel because of any Claim in relation to any of the circumstances in paragraphs (i) to (v); or

- (b) which arises directly or indirectly from a breach of any of the Education Provider's obligations in relation to Confidential Information or Personal Information under this Deed.

17.4 It is not necessary for Queensland Health and its Personnel to incur expense or make payment before enforcing a right of indemnity under this Deed.

17.5 To the fullest extent permitted by Law, but subject to clauses 17.1 to 17.2, the Department or the relevant Hospital and Health Service indemnifies the Education Provider for all Loss resulting from any Claim as a result of:

- (a) any negligent or unlawful act or omission of the Department or the relevant Hospital and Health Service in performing its obligations under this Deed;
- (b) any negligent or unlawful act or omission of the Department or the relevant Hospital and Health Service relating to the Placement of Students; and
- (c) any breach of this Deed by the Department or the relevant Hospital and Health Service.

18. Dispute Resolution

18.1 Under this clause, a dispute will have arisen when a Party gives Notice to that effect to the other Party.

18.2 The Parties agree to work towards settling any dispute as follows:

- (a) by negotiation at first instance (to be carried out in good faith); and
- (b) if an acceptable resolution cannot be achieved within 10 Business Days of commencing negotiations (or such longer period if agreed by the Parties) by attending mediation with a mediator approved by the President of the Queensland Law Society.

19. Termination

- 19.1 If either Party commits a breach of any of its obligations under this Deed:
- (a) the other Party may give Notice to that Party to remedy the breach; and
 - (b) if the defaulting Party has not remedied the breach at the expiration of 10 Business Days from the date of receipt of the Notice, this Deed will terminate on the expiration of that period.
- 19.2 The Department may immediately terminate this Deed by Notice to the Education Provider if:
- (a) the Education Provider breaches clause 7.4 or clause 6; or
 - (b) there is a Force Majeure Event which from the Department's perspective makes it impossible or impractical to continue delivering the Program.
- 19.3 This Deed will automatically terminate if an Education Provider becomes Insolvent or ceases to carry on business, except if the stay on enforcing rights under Part 5.1 of the *Corporations Act 2001* (Cth) applies.
- 19.4 The Department or the Education Provider may terminate this Deed by giving six months' Notice of termination to the other Party.
- 19.5 All Placements will immediately be terminated upon the termination of this Deed and the Parties must work together in good faith to facilitate the transition of Students out of Facilities.
- 19.6 Termination of this Deed will not affect the accrued rights and remedies of the Parties prior to termination.

20. General

20.1 Notices

- (a) Any Notice which may be given to or served on a Party under this Deed must be sent or delivered to the address specified for that Party in *Schedule 2 - Details* (as varied from time to time by Notice to the other Party).
- (b) Notwithstanding clause 20.1(a), if the Education Provider is a company then the Department may serve a Notice at any time on the Education Provider's registered office.
- (c) A Notice sent to a Party will be deemed to be given:
 - (i) within Australia by express post, within one Business Day after the date of posting;
 - (ii) within Australia by any other post, within six Business Days after the date of posting;
 - (iii) to or outside of Australia, 12 Business Days after the date of posting;

- (iv) if delivered by hand during a Business Day, on the date of delivery; and
- (v) if emailed, on the date recorded on the device from which the Party sent the email, unless the sending party receives an automated message that the email has not been delivered,

except that a delivery by hand or email received after 5.00 pm (local time) on a Business Day at the address of the Education Provider as specified in the Deed Schedule will be deemed to be given on the next Business Day.

- (d) For the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), the Education Provider consents to the giving of Notices by email.
- (e) Any Notice or correspondence for operational issues which affect the facilitation and/or delivery of the Student Placements will be given and/or exchanged by the appropriate Contact Persons nominated in the relevant *Schedule 3 – Detailed Student Placement Template*.
- (f) To remove doubt, the Facility Contact Person is the contact person for Queensland Health for day to day enquiries and concerns which relate to individual Placements.

20.2 Waiver

Rights, remedies or powers under this Deed can only be waived by a Party in writing signed by an authorised delegate. A Party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power, or has on a previous occasion waived that right, remedy or power in relation to a particular obligation or breach.

20.3 Severance

If a provision or part of this Deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this Deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or part or any other provision or part of this Deed.

20.4 Governing Law and Jurisdiction

This Deed is governed by the laws in force in Queensland, Australia, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed.

20.5 Further Assurances

Each Party must, at its own expense, do all things and execute all further documents reasonably necessary to give full effect to this Deed and the transactions contemplated by it.

20.6 Relationship

The Department, Hospital and Health Services, and the Education Provider are not and are not to be taken to be in a partnership, joint venture, employment, agency or fiduciary relationship. Nothing in this Deed gives the Recipient authority to bind the Department or a Hospital and Health Service in any way.

20.7 Remedies Cumulative

Except as expressly provided in this Deed and permitted by law, the rights, powers and remedies of the Department provided in this Deed are cumulative with and not exclusive of the rights, powers, or remedies provided by law or equity independently of this Deed.

20.8 Costs and Expenses

Each Party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution, and delivery of this Deed.

20.9 Variation

This Deed may only be varied by agreement between the Department and the Education Provider, signed by their authorised delegates.

20.10 Assignment and Novation by Education Provider

The Education Provider must not assign or novate any of its rights or obligations in connection with this Deed without the consent of the Department.

20.11 Assignment and Novation by the Department

- (a) The Department may assign, transfer or novate this Deed or any of its rights or obligations under this Deed from the Department to another Queensland Government Body by providing Notice to the Education Provider, provided that if the Department gives Notice to the Education Provider under clause 20.11(a):
 - (i) from the date of that Notice that other Queensland Government Body will assume the responsibilities and rights of the Department as if it were a Party; and
 - (ii) if required by the Department, all parties will execute a deed of novation or any other document reasonably required to effect the novation.
- (b) For clarity, transfer of the Department's rights or obligations within the same legal entity is not an assignment.

20.12 Counterparts and Execution

- (a) This Deed may be executed in two or more identical copy counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.
- (b) In the event that the signature of a Party executing this Deed is delivered by email delivery of a scanned '.pdf' format data file or equivalent of the entire Deed to the other Party or its legal representative, the signature will create a valid and binding obligation of the Party executing the Deed (or on whose behalf the Deed is executed) with the same force and effect as if the signature were an original.

20.13 **Survival of Clauses**

- (a) Clauses 1, 5.8, 9, 10, 12, 14.4, 16.6, 17, 19.6 and 20 survive the termination or expiration of this Deed for any reason.
- (b) The indemnity contained in clause 17.1 is a continuing obligation, independent from the other obligations of the Education Provider and survives any termination or expiration of this Deed.
- (c) The list of clauses expressed to survive termination or expiration in this clause 20.13:
 - (i) is not an exhaustive list of the rights and obligations that are intended to survive termination or expiration; and
 - (ii) does not exclude any rights, remedies and obligations arising by operation of law.

Signing page

Executed as a deed on the dates below:

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through **Queensland Health ABN 66 329 169 412** by:

Name of authorised representative (print)

Signature of authorised representative

Position Title (print)

a duly authorised person, in the presence of:

Full name of witness (print)

Signature of witness

Date (print)

Signed, sealed and delivered for and on behalf of the **Education Provider** by:

Name of authorised representative (print)

Signature of authorised representative

Title (print)

a duly authorised person, in the presence of:

Full name of witness (print)

Signature of witness

Date (print)

Schedule 1 - Scope of Placement

The Education Provider is approved to negotiate for Placements as follows (Blank if no limits apply):

Location or HHS	Course or Module of Study

Schedule 2 - Details

1. Queensland Health Details

Name:	The State of Queensland acting through Queensland Health
ABN/ACN:	66 329 169 412
Address:	33 Charlotte Street, Brisbane, Queensland, 4000
Contact name and position, unit/branch/division name:	
Telephone:	
Email:	

2. Education Provider Details

Name:	
ABN/ACN:	
Address:	
Contact name and position, organisational unit/entity name:	
Telephone:	
Email:	

3. Completion Date

The Completion Date is **31 December 2025**.

The Completion Date may be extended for a further term of two (2) years by written agreement of the Department and the Education Provider under clause 2.2.

Schedule 3 – Detailed Student Placement Template

ITEMS	DESCRIPTION
1. Department/Hospital and Health Service (as defined in clause 1.1 of the Student Placement Deed)	<p>[Insert name of Hospital and Health Service or the Department of Health (including the Division within the Department)]</p> <p>ABN [insert ABN of HHS or Department of Health]</p> <p>[If the parties agree, this Schedule may be arranged at the whole-of-Hospital and Health Service level, rather than at the Facility level]</p> <p><i>[Insert either</i></p> <p><i>State of Queensland acting through Queensland Health</i></p> <p><i>ABN 66 329 169 412</i></p> <p><i>or</i></p> <p><i>Hospital and Health Service</i></p> <p><i>ABN [insert]]</i></p>
2. Education Provider (as defined in clause 1.1 of the Student Placement Deed)	[Insert Education Provider's Legal Name and ABN/ACN]
3. Facility (and if known Unit and Ward) (Clause 1.1)	<p>[Insert the name of the Facility or the Division within the Department of Health]</p> <p><i>[Insert the name of the Health Facility(s) or Division within the Department of Health to which this Placement Schedule relates and the unit(s) to which Students will attend if applicable]</i></p>
4. Health Profession or Occupation	<p>[Please insert the health profession or occupation]</p> <p><i>[Please note only one Schedule per health profession]</i></p>
5. Course and Module of Study	[Please insert the course in which the Student is enrolled]
6. Contact Persons	<p>Education Provider Placement Contact Person</p> <p><i>Name:</i> [Insert Details]</p> <p><i>Address:</i> [Insert Details]</p> <p><i>Phone:</i> [Insert Details]</p> <p><i>Fax:</i> [Insert Details]</p> <p><i>Email:</i> [Insert Details]</p> <p>Facility Contact Person</p> <p><i>Name:</i> [Insert Details]</p> <p><i>Address:</i> [Insert Details]</p>

	<p>Phone: [Insert Details] Fax: [Insert Details] Email: [Insert Details]</p> <p>Supervisor(s) will be nominated by the Facility Contact Person in writing at least ten (10) days prior to the commencement of the Student Placement.</p> <p>Other Contact Person</p> <p>Name: [Insert Details] Address: [Insert Details] Phone: [Insert Details] Fax: [Insert Details] Email: [Insert Details]</p> <p>Please note: If you are including more than one facility, please add the additional facility contact persons in the below field:</p> <p>Name: [Insert Details] Address: [Insert Details] Phone: [Insert Details] Fax: [Insert Details] Email: [Insert Details]</p> <p><i>[NB: Not all of these contact persons will be appropriate or used. If they do not apply or will not be involved in the placements in question, write "Not Applicable" in the relevant field. This is also where an Alternate Supervisor should be nominated, if applicable.]</i></p>
<p>7. Model for Supervision</p>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> QH provided supervisor </div> <div style="width: 50%;"> <input type="checkbox"/> Education Provider supervisor </div> <div style="width: 50%;"> <input type="checkbox"/> QH provided facilitator </div> <div style="width: 50%;"> <input type="checkbox"/> Education Provider facilitator </div> <div style="width: 50%;"> <input type="checkbox"/> QH preceptor </div> <div style="width: 50%;"> <input type="checkbox"/> Education Provider preceptor </div> </div> <p><input type="checkbox"/> Other [Please insert model of supervision]</p> <p><i>NB: All supervisors, facilitators and preceptors are considered 'Supervisors' for the purposes of the Student Placement Deed.</i></p>
<p>8. Student Details</p>	<p>[Insert Student Details]</p> <p><i>NB: If available, please include or provide list of the name and details of each student to which this Placement Schedule relates. If the names and contact details are not available please write "XXX number of Students, the names and contact details for which are to be provided by the Education Provider by [DD/MM/YYYY]."</i></p>
<p>9. Service Fee and Payment Details</p>	<p>[Insert the Service Fee or include the words "Not Applicable" if no Service Fee is payable] (Excluding GST)</p>

	<p><i>NB: If a service fee is payable for the Placement, please remember that there may be some Policy and Guidelines which govern and/or limit how that Service Fee is to be calculated. Please refer to the Policy and Guidelines for further information. Once you have determined the total Service Fee, include the total amount (excluding GST) in the above field. If no Service Fee is payable, write "Not Applicable" in the above field.</i></p>
10. Placement Details and Timetable	<p>Overall Placement Dates: From xx/xx/xxxx to xx/xx/xxxx</p> <p>Placement Timetables:</p> <p>[Please specify placements times for all placements e.g. RBWH 05/05/2012 - 05/06/2012 8am - 5pm]</p> <p>Normal Start and Finish Times: <i>At such times confirmed by the Education Provider Placement Contact Person and Facility Contact Person or renegotiated during the Placement (as the case may be). It is acknowledged that Students may undertake Placement activities outside the hours noted in this Schedule from time to time with the approval of the Supervisor or the Alternate Supervisor.</i></p>
11. Schedule Term	<p>[Insert Details as to the duration that the Schedule will apply e.g. 3 months, 12 months, 24 months]</p>
12. Additional Placement information	<p><i>[Please insert any additional Placement information if required or refer to relevant attachments e.g. pre-placement training requirements, driver's licence, accommodation options and/or accommodation payment requirements, university handbooks. Please note if students will be driving a Queensland Health vehicle as part of their Placement and, if so, note the personal accident insurance coverage held in respect of the Student.]</i></p>

Executed as a deed on the dates below:

Execution by the HHS

By executing this Student Placement Schedule, the Hospital and Health Service agrees to be bound by the terms and conditions of the Student Placement Deed as a HHS.

Signed, sealed and delivered for and on
behalf of the **Hospital and Health Service**
by:

Name of authorised representative (print)

Signature of authorised representative

Position title (print)

**a duly authorised person, in the presence
of:**

Full name of witness (print)

Signature of witness

Date (print)

Execution by the Department

Signed by the **Department** under an
Instrument of Delegation for and on behalf of
the **State of Queensland** acting through
Queensland Health ABN 66 329 169 412 by:

Name of authorised representative (print)

Signature of authorised representative

Position title (print)

**a duly authorised person, in the presence
of:**

Full name of witness (print)

Signature of witness

Date (print)

**#[Execution where the Education Provider is a statutory body corporate or other non-
Corporations Act corporation, by a representative authorised to execute deeds on behalf of the
Education Provider]#**

Signed, sealed and delivered for and on
behalf of the **Education Provider** by:

Name of authorised representative (print)

Signature of authorised representative

Title (print)

**a duly authorised person, in the presence
of:**

Full name of witness (print)

Signature of witness

Date (print)

#[Execution where other party is a *Corporations Act* corporation with multiple directors. Delete if not applicable]#

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Full name of Education Provider corporation (print)

ACN of Education Provider corporation (print)

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary (print)

Date

Date

in the presence of:

Full name of witness (print)

Signature of witness

Address of witness (print)

Date