

# Student Deed Poll

## For clinical placements within a Hospital and Health Service 2022–2025

THIS DEED POLL is made by

[Insert Student name]

(Student)

in favour of:

STATE OF QUEENSLAND through the Queensland Health (Department)  
AND

[Insert name of Hospital and Health Service]

(HHS)

AND

[Insert name of Education Provider and ABN]

(Education Provider)

### BACKGROUND

- A. The Education Provider has entered into an agreement with the Department dealing with the placement of students within Queensland Health facilities (**Student Placement Deed**).
- B. The Student is a student of an Australian university run by the Education Provider and will be undertaking a Placement.
- C. It is a condition of the Student's Placement that the Student agree to and comply with the provisions of this Deed Poll.

### OPERATIVE TERMS

#### 1. Interpretation

##### 1.1. In this Deed Poll:

**Confidential Information** 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:

- (a) information about clinical processes, policies and procedures, commercial operations, financial arrangements or affairs of Queensland Health;
- (b) information which identifies or relates to patients and staff of Queensland Health;
- (c) information that is protected as confidential information under Queensland health portfolio legislation, including the *Hospital and Health Boards Act 2011* (Qld),
- (d) the terms of this Deed Poll and the Placement;
- (e) Personal Information and Patient Treatment Records; and

EXAMPLE ONLY

- (e) for the purposes of the Student being removed from a Queensland Health facility;
- (f) for the purposes of assessing the Student's performance on the Placement; and
- (g) any other circumstances related to the Placement.

5.4. Except as set out in paragraph 5.3, Queensland Health will only disclose information that it holds about the Student with their consent or where disclosure is required or authorised by law.

5.5. The provisions of this Deed Poll regarding the Student's Personal Information will continue for the duration of the Placement, subject to the Student's right to withdraw this consent. The Student acknowledges that they may withdraw this consent by providing written notice to Queensland Health and the Education Provider. A withdrawal of consent will affect the Student's ability to continue with the Placement.

**6. Injunctive relief**

6.1. The Student acknowledges that:

- (d) the value of the Confidential Information is such that any award of damages or account of profits may inadequately compensate Queensland Health in the event of a breach of this Deed Poll by the Student; and
- (e) without compromising Queensland Health's right to seek damages or any other form of relief in the event of a breach of this Deed Poll, Queensland Health may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Student, from any breach or threatened breach of this Deed Poll without the necessity of proving that any actual damage has been sustained or is likely to be sustained by Queensland Health.

**SIGNED AS A DEED POLL**

**SIGNED, SEALED AND DELIVERED BY THE STUDENT** in the presence of:

.....  
(signature of witness)

.....  
(name of witness)

)  
).....  
) (signature of Student)  
)  
).....  
) (name of Student)  
)  
)..... (date)

\* Digital signatures not permitted

[ENDS]

EXAMPLE ONLY