

Student Consent for Placement

The Consent below is required to be given by you to Flinders University ("Flinders") as a Student attending a Work Integrated Learning placement with a Placement Host Organisation ("Host").

This Consent relates to your:

- *responsibilities to preserve the confidentiality and protect the privacy of Host information;*
- *obligations to provide documents to a Host and to Flinders, and to permit Flinders to provide those documents to a Host prior to commencement of a placement;*
- *compliance obligations during placements; and*
- *intellectual property rights in materials you create while on placement.*

You may be asked to provide a copy of this Consent to your Host upon request.

Note that some Hosts may require you to sign up to comply with other obligations before participating in a placement with those organisations. If you are participating in a paid placement the Host will require you to sign an employment agreement.

I consent and agree that:

1. While participating in a placement I will comply with all:
 - (a) Host and Flinders requirements relating to privacy, confidentiality, and health and safety;
 - (b) conditions or restrictions communicated to me by the Host or Flinders about the use of Host materials and, when my placement ends, return of all Host materials to the Host;
 - (c) reasonable instructions and directions of the Host and Flinders including safety instructions, rules or procedures, and I will only undertake work and activities required for the purposes of my placement under the direction of Host staff;
 - (d) policies, procedures and regulations of Flinders and the Host notified to me from time to time including academic and disciplinary policies of Flinders; and
 - (e) laws, regulations and professional codes of conduct, practice and/or ethics applicable to my participation in a placement.
2. Except as expressly authorised by the Host or Flinders or required by law, I will not disclose to any third party any **Confidential Information** that I obtain or access during my placement.
3. I will not communicate to any person, any **Personal Information** that I obtain or access during my placement which could identify an individual.
4. I will undergo and/or obtain all checks, certificates and clearances including but not limited to health, medical, police, criminal history, working with children and Department of Human Services checks, certificates and clearances ("Documentation") that a Host or Flinders requires of me prior to my participation in a placement with that Host. I will provide this Documentation to the Host and to Flinders.
5. I understand that the Documentation may include Sensitive Information about me (as defined under the *Privacy Act 1988 (Cth)*) and I consent to Flinders providing the Documentation and details of any subsequent change or update to that Documentation that Flinders becomes aware of to a Host for placement purposes and otherwise collecting using and holding the Documentation until it is no longer reasonably required in respect of any placement that I may participate in while studying at Flinders.
6. Before I undertake a placement with SA Health I will comply with its Policy Directive on Immunisation for Health Care Workers including participation in any vaccine preventable diseases screening process and completion and provision of a required immunisation Certificate of Compliance. I also consent to Flinders collecting, using and holding records of my compliance with this Directive (which I understand will contain

Sensitive Information) for placement purposes and collaborating with SA Health to verify by periodic audits the documents provided by me as evidence of compliance.

7. If I am participating, or scheduled to participate, in a placement, I will promptly notify the Host and Flinders :
 - (a) of any change to the Documentation including but not limited to any change in my health, medical police, criminal or working with children status and;
 - (b) of any medical or other condition which I have that is pre-existing or which develops during the placement that may affect my ability to fully participate or continue in the placement; and
 - (c) if I am unable to participate in the placement because of illness or any other reason.
8. The Host will own all right and title to, and intellectual property in, all **Client Records** created by me at the direction or control of that Host during the placement.
9. Subject to clause 10, I transfer to Flinders ownership of all **Intellectual Property** in the **Student Materials** created by me during the placement ("Created IP") on condition that Flinders then assigns that Intellectual Property ownership to the Host in return for the grant to me of a non-exclusive, non-transferable, royalty free, perpetual license to use the Created IP for submission or reporting to, or examination or assessment by Flinders , or in any other teaching, educational, academic, or research materials prepared by me.
10. If am participating in a paid placement I will comply with the terms of my employment agreement with the Host including the direct transfer of Created IP to the Host in return for grant to me of the license described in clause 9.

Definitions:

"Client Records" means a Host client (including patients, customers, suppliers, subcontractors, students and other recipients of services) record and/or associated administrative record which identifies a client, or group of clients, and which is created by me at the direction or control of the Host staff during the course of my placement.

"Confidential Information" means confidential information of a Host including the following information (to the extent not in the public domain) whether verbal, written, electronic or in some other form:

- (a) information relating to a placement;
- (b) knowledge or information regarding the business transactions, affairs, property, policies, procedures or activities of the Host;
- (c) information marked confidential;
- (d) information which the Host advises me is confidential; and
- (e) Client Records.

"Intellectual Property" means any and all intellectual and industrial property rights throughout the world, whether registered, pending, registrable or unregistered, including rights in, or in respect of, or in connection with:

- (a) Confidential Information;
- (b) copyright (including moral rights and future copyright and rights in the nature of or analogous to copyright);
- (c) inventions, patents, innovation patents, provisional patents, proofs of concept and similar rights;
- (d) trade marks, service marks, business names, certification marks and domain names; and
- (e) designs and circuit layouts,

whether or not now existing, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion but does not include Personal Information of an individual;

- (a) who consents to the disclosure of that Personal Information and subject to the express terms of that consent; or
- (b) required to be disclosed to enable further health treatment or service provision to be provided to that individual by the Host.

“Student Materials” means any material, including but not limited to original works, documents, computer software, and data stored by any means created in whole or in part by me whilst on placement