

## Student Consent for Placement

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

*This Consent relates to your:*

- *responsibilities to preserve the confidentiality and protect the privacy of Placement Organisation information;*
- *obligations to provide documents to a Placement Organisation 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 Placement Organisation upon request.*

*Note that some Placement Organisations may require you to agree in writing to comply with other obligations before participating in a placement with those organisations. If you are participating in a paid placement, the Placement Organisation 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) Placement Organisation and Flinders University requirements relating to privacy, confidentiality, and health and safety;
  - (b) conditions or restrictions communicated to me by the Placement Organisation or Flinders University about the use of Placement Organisation materials and, when my placement ends, I will return all Placement Organisation materials to the Placement Organisation;
  - (c) reasonable instructions and directions of the Placement Organisation and Flinders University 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 Placement Organisation personnel.
  - (d) policies, procedures and regulations of Flinders University and the Placement Organisation notified to me from time to time including (but not limited to) academic and disciplinary policies of Flinders University; 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 Placement Organisation or Flinders University or as 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 health, medical, criminal history and other checks and certifications that a Placement Organisation requires of me prior to my participation in a placement with that Placement Organisation. I will provide documentation verifying those checks and certifications to the Placement Organisation and to Flinders University on request. I consent to Flinders University collecting and maintaining records of my compliance with required checks and certifications (which, I understand, may

include **Sensitive Information**) until evidence of compliance is no longer reasonably required, and no later than 6 months after the completion of my placement(s).

5. 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 University collecting and maintaining records of my compliance with this Directive (which, I understand, may include **Sensitive Information**) and collaborating with SA Health to verify by periodic audits the documents provided by me as evidence of compliance until evidence of compliance is no longer required, and no later than 6 months after the completion of my placement(s).
6. If I am participating, or scheduled to participate, in a placement, I will promptly notify the Placement Organisation and Flinders University:
  - (a) 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
  - (b) if I am unable to participate in the placement because of illness or any other reason.
7. The Placement Organisation will own all right and title to, and **Intellectual Property** in, all **Client Records** created by me at the direction or control of that Placement Organisation during the placement.
8. Subject to clause 9, I will transfer to Flinders University ownership of all **Intellectual Property** in the **Student Materials** created by me during the placement ("**Created IP**") on condition that Flinders University then assigns that Intellectual Property ownership to the Placement Organisation in return for the grant to me of a non-exclusive, non-transferable, royalty free, perpetual licence to use the Created IP for submission or reporting to, or examination or assessment by Flinders University, or in any other teaching, educational, academic, or research materials prepared by me.
9. If I am participating in a paid placement I will comply with the terms of my employment agreement with the Placement Organisation including the direct transfer of Created IP to the Placement Organisation in return for a grant to me of the licence in terms similar to those described in clause 8 above.

#### **Definitions:**

**"Client Records"** means a Placement Organisation's 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 the student on placement at the direction or control of the Placement Organisation staff during the course of the student's placement.

**"Confidential Information"** means confidential information of a Placement Organisation 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 Placement Organisation;
- (c) information marked confidential;
- (d) information which the Placement Organisation advises the student on placement, 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 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 information in respect of an individual;

- (a) who consents to the disclosure of that 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 Placement Organisation.

**"Sensitive Information"** means any Personal Information that is about an individual's:

- (a) health, health treatment, or other medical needs;
- (b) race, ethnicity or religion;
- (c) professional or political affiliations and memberships;
- (d) criminal record;
- (e) sexuality;
- (f) disability status;
- (g) religious or philosophical beliefs;
- (h) trade union membership; or
- (i) genetic or biometric data.

**"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 the student whilst on placement.