

## Student Consent for Internal WIL Placement with Flinders University

*The Consent below is required to be given by you to Flinders University (“Flinders”), as a Student attending a Work Integrated Learning (“WIL”) placement within the University and with the University as your placement host organisation.*

*This Consent relates to your:*

- *responsibilities to preserve the confidentiality and protect the privacy of Flinders information;*
- *obligations to provide documents to Flinders prior to commencement of a placement;*
- *compliance obligations during a placement,*
- *intellectual property rights in materials you create while on placement, and*
- *acceptance of placement details and reporting requirements*

### **I consent and agree that:**

1. Flinders will host me to undertake a WIL placement and that I will comply with the details of that placement separately notified to me in writing by Flinders (“Placement Details”).
2. The placement will not create any employment relationship between me and Flinders and I will not be entitled to receive any remuneration in relation to that placement.
3. Before or at the start of the placement I agree to participate in an induction with Flinders.
4. I will devote all of my time, attention and skills as reasonably required to undertake the placement.
5. While participating in a placement I will comply with all:
  - (a) Flinders’ requirements relating to privacy, confidentiality, and health and safety;
  - (b) reasonable directions or instructions given to me by my placement supervisor and with the reporting and other academic requirements specified in the Placement Details;
  - (c) conditions or restrictions communicated to me by Flinders about the use of Flinders premises, equipment and materials and, when my placement ends, return of all Flinders materials to Flinders;
  - (d) reasonable instructions and directions of Flinders including safety instructions, rules and procedures, and I will only undertake work and activities required for the purposes of my placement under the direction of my placement supervisor or Flinders staff; and
  - (e) policies, procedures and regulations of Flinders including academic and disciplinary policies.
6. Except as expressly authorised by Flinders or required by law, I will not disclose to any third party any **Confidential Information** that I obtain or access during my placement.
7. I will not communicate to any person, any **Personal Information** that I obtain or access during my placement which could identify an individual.
8. I will undergo and/or obtain all health, medical, criminal history and other checks and certifications that Flinders requires of me prior to my participation in a placement. I will provide documentation verifying those checks and certifications to Flinders on request.
9. If I am participating, or scheduled to participate, in a placement, I will promptly notify Flinders:
  - (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.
10. I will notify my placement supervisor as soon as practicable if I am involved in an accident or safety incident or sustain an injury during my placement.

11. Flinders will own all right and title to, and intellectual property in, all **Client Records** created by me at the direction or control of Flinders during the placement.
12. I agree to 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 grants to me 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.

### **Definitions:**

**"Client Records"** means a Flinders client (including patients, customers, suppliers, subcontractors, staff, 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 Flinders staff during the course of my placement.

**"Confidential Information"** means confidential information of Flinders 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 Flinders;
- (c) information marked confidential;
- (d) information which Flinders 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) trademarks, 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 Placement Organisation.

**"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