

Privacy Consent Form (Students - General)



1. DETAILS

First Name	Middle Name(s)	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Name (if different from above)	Date of Birth	Student number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Program(s) of study:	<input type="text"/>	
Location(s) of study:	<input type="text"/>	
Relevant Third Parties:	<input type="text" value="Not applicable"/>	

2. CONSENT

By signing this form, I, the student whose details are contained in section 1 of this form, (the **Student**):

- confirm the accuracy of the information contained within this form;
- give each of the Authorised Parties permission to create, adapt, use, publish, retain or reproduce (**Use**):
 - my name, age, program(s) of study and locality and any other personal information as agreed by me in writing (**Relevant Information**); and
 - my image and/or any recordings of me which may include photographs, videos, film or sound recordings (**Recordings**), in any form (in whole or in part) and in any medium throughout the world for any purpose in connection with the activities of one or more of the Authorised Parties, including but not limited to education and training materials and public relations, commercial, advertising or promotional purposes;
- agree that the rights granted to the Authorised Parties pursuant to this form are perpetual unless revoked by me. Consent may be revoked by notifying TAFE Queensland in writing by email to privacy@tafeqld.edu.au. I acknowledge that, where I revoke my consent, it may not be possible for all copies of any Relevant Information and/or Recordings to be deleted or restricted from Use;
- agree to waive any right I may have now or in the future in connection with the Use of my Relevant Information and/or any Recordings, including any right of approval, right to claim remuneration or compensation;
- release and forever discharge each of the Authorised Parties from any and all claims and demands arising out of or in connection with the Use of my Relevant Information and/or any Recordings (in the manner permitted by this form) including but not limited to any and all claims for financial compensation; and
- acknowledge that any personal information (as that term is defined in the *Information Privacy Act 2009* (Qld)) collected by TAFE Queensland in this form will be used and stored in accordance with TAFE Queensland's privacy policy (available at <https://tafeqld.edu.au/privacy>) and the *Information Privacy Act 2009* (Qld) for the purposes outlined in this form.

In this form, '**Authorised Parties**' means each of TAFE Queensland, its related entities (such as the Department of Employment, Small Business and Training and the Office of the Minister for Training and Skills Development) and the Relevant Third Parties listed in the Details section (if any).

If the Student is under the age of 18, the undersigned parent, guardian or caregiver warrants that they are the parent or legal guardian of the individual and have the authority to bind themselves and the Student to the terms set out in this form.

Student's Signature: _____	Parent / Guardian / Caregiver's Signature: _____ (if the student is under the age of 18)
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Date: _____	Parent / Guardian / Caregiver's Name: _____ (if the student is under the age of 18)
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Date: _____

Confidentiality deed poll

Recipient

.....
[individual name]

of

.....
[address]

Background

- A The Discloser may have in the past provided and may in the future provide the Recipient with Confidential Information.
- B The Recipient agrees to keep the Confidential Information confidential and to use or disclose the Confidential Information only as permitted by this deed poll.
- C The Parties enter into this Deed Poll on the basis that the Confidential Information is for the Permitted Purpose and extends to the specific use by the Parties of the Confidential Information to for that purpose. Where the provision of Confidential Information is not for that purpose, the obligations under this Deed Poll are not waived, they continue in full force and effect.

Agreed terms

1 Disclosure and use of Confidential Information

Disclosure and use

- 1.1 The Recipient must:
- (a) keep the Confidential Information secure and in strict confidence and only utilise for the Purpose;
 - (b) not disclose, share or reproduce by any method including but not limited to downloading, screenshotting, photographing, storing or distributing the Confidential Information, except with the specific prior written consent of the Discloser;
 - (c) not take photographs, screenshots, images of any nature or form or in any way attempt to unless requested to Discloser and authorised in writing specifically by the Discloser;
 - (d) not reverse engineer, decompile or disassemble, attempt to derive the source code of, decrypt, modify or create derivative works of the software of Discloser or any services provided by the Discloser, or any part thereof, or enable others to obtain or use the Confidential Information whatsoever unless authorised by the Discloser for the Purpose;
 - (e) not make replicas or copy files (without approval or in the normal documents process for back ups and disaster recovery);
 - (f) not copy or move files to additional cloud services without approval. This includes files of any type, all descriptions of solutions and communications that include but is not limited to references to disclosure solutions, products, software, source code and documentation, outlines and documents requirements, project, design, planning, testing and associated commercial and Confidential Information; and
 - (g) not make use of the Confidential Information to the commercial, financial, or competitive disadvantage of the Discloser.

Exclusion

- 1.2 The obligations of confidence in clause 1.1 do not apply to the extent that Confidential Information:
- (a) is required to be disclosed by applicable law, as long as the Recipient notifies the Discloser and fully cooperates with Discloser in assessing the minimum amount of Confidential Information required to satisfy the law whilst ensuring all reasonable and necessary protections for the disclosed Confidential Information; or
 - (b) is in the public domain except as a result of a breach of this deed poll.

Permitted disclosure

- 1.3 If the Recipient discloses Confidential Information as permitted under this deed poll, the Recipient must ensure that the person to whom the Confidential Information is disclosed complies with the requirements of clause 1.1 as if that person was the Recipient.

No reliance

- 1.4 The Recipient acknowledges and agrees that:
- (a) the Discloser makes no representations or warranties about the accuracy and completeness of the Confidential Information; and
 - (b) the Discloser is not liable for any loss or damage however caused (including the negligence of the Discloser) suffered or incurred by the Recipient in connection with the Confidential Information.

Injunctive relief

- 1.5 The Recipient acknowledges that:
- (a) the Discloser may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information, and that monetary damages would be an insufficient remedy; and
 - (b) in addition to any other remedy available at law or in equity, the Discloser is entitled to injunctive relief to prevent a breach of, and to compel specific performance of clause 1.

2 Return or destruction

If the Discloser notifies the Recipient that the Recipient no longer has the right to use the Confidential Information, the Recipient must immediately return physical Confidential Information and destroy all Confidential Information that is electronically stored in any manner, as directed by the Discloser in its discretion. Recipient will also contact any third party's it has provided Confidential Information to an ensure that the Confidential Information is immediately returned of physical Confidential Information, and any electronically stored in any manner is destroyed.

Recipient shall provide Discloser with a written statement "guaranteeing and warranting that it holds no Confidential

Information of the Discloser whatsoever and indemnifies for all loss or damage, however caused, incurred or suffered by the Discloser in connection with any breach of this deed poll or unauthorised use of the Confidential Information by the Recipient and by anyone the Recipient provides Confidential Information to under Clause 1.3."

Recipient shall also obtain from any third party that has been provided Confidential Information a written statement of the same wording "guaranteeing and warranting that it holds no Confidential Information of the Discloser whatsoever and indemnifies for all loss or damage, however caused, incurred or suffered by the Discloser in connection with any breach of this deed poll or unauthorised use of the Confidential Information".

3 Intellectual Property

- 3.1 The Recipient acknowledges that as between the parties, the Discloser retains the Intellectual Property Rights in and in connection with the Confidential Information (and any material that is subject to the Confidential Information) and that nothing in this deed is intended to give the Recipient any Intellectual Property Rights or other rights in or in connection with the Confidential Information.
- 3.2 Unless otherwise agreed between the parties in writing, all Intellectual Property Rights (including future Intellectual Property Rights) created by the Recipient in or in connection with the Confidential Information, and/or in connection with providing any services to the Discloser vests immediately in the Discloser on creation.
- 3.3 The Recipient must not do anything which may or would prejudice the Discloser's Intellectual Property Rights.

4 Indemnity

The Recipient indemnifies the Discloser for all loss or damage, however caused, incurred or suffered by the Discloser in connection with any breach of this deed poll or use of the Confidential Information by the Recipient and by anyone the Recipient provides Confidential Information to under Clause 1.3.

5 General

- 5.1 The obligations under this deed poll continue for as long as any of the Confidential Information is not in the public domain other than through a breach of this deed poll.

- 5.2 The laws of Queensland govern this deed poll.
- 5.3 The Recipient irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- 5.4 A clause or part of a clause of this deed poll that is illegal or unenforceable may be severed from this deed poll and the remaining clauses or parts of the clause of this deed poll continue in force.

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- 6.1 In this deed poll:

Commencement Date means the date this deed poll was executed.

Confidential Information means all information (regardless of its form or the medium on which it is stored, including physical items) of a confidential, sensitive or non-public nature which relates to the business of Discloser including:

- (a) know-how, trade secrets, ideas, concepts, technical or operational information, technical processes or techniques, information and developments relating to existing and future products to be marketed or used by Discloser or persons dealing with Discloser;
- (b) any transaction which Discloser may be or may have been concerned with or interested in;
- (c) the existence and terms of this deed poll or any other agreements or arrangements with any clients of Discloser or any other third parties Discloser has dealings with;
- (d) any information which by its nature or by the circumstances of its disclosure is, or could reasonably be expected to be regarded as, confidential to Discloser or any third party with whose consent or approval Discloser uses that information; and
- (e) any information of a confidential, sensitive, or non-public nature which has been disclosed prior to the date of this deed poll.

Discloser means Russell Mineral Equipment Pty Ltd ACN 010 708 406.

EXECUTED as a deed poll in favour of Russell Mineral Equipment Pty Ltd ACN 010 708 406

Signed sealed and delivered on / / 2025 by	
Signature in the presence of:	Print Name
Signature of witness	Full name of witness