

Robina State School Enrolment Agreement



The Application for Student Enrolment and the Enrolment Agreement form along with the following two attachments must be completed and signed at time of enrolment:

- *Student Resource Scheme*
- *State School Consent Form to use, record or disclose copyright material, image, recording, name or personal information.*

This enrolment agreement sets out the responsibilities of the student, parents or carers and the school staff about the education of students enrolled at Robina State School.

- You are asked to give your consent regarding the use of your child's image and/or associated material by certifying the attached form as part of the enrolment agreement. Robina State School asks for consent for the duration of your child's enrolment. You will be reminded annually to update the school on any changes to this situation.
- All parents enrolling children must complete the *Student Resources Scheme Participation Agreement* form indicating their decision to **YES** participate or **NO** to not participate.
- On enrolment the Principal (or delegate) must discuss and provide you with a copy of the school's Responsible Behaviour Plan for Students and Student Dress Code. The Responsible Behaviour Plan for Students outlines the school's strategies for implementing the Code of School Behaviour. A copy of the Code of School Behaviour is included in the School Information Pack.

Responsibility of student to:

- attend school on every school day for the educational program in which they are enrolled, on time, ready to learn and take part in school activities
- act at all times with respect and show tolerance towards other students and staff
- work hard and comply with requests or directions from the teacher and principal
- abide by school rules as outlined in the school's Responsible Behaviour Plan for Students, including not bringing items to school which could be considered as weapons (e.g. pocket-knives)
- meet homework requirements and wear school's uniform
- respect the school property

Responsibility of parents to:

- ensure your child attends school on every school day for the educational program in which they are enrolled
- attend open meetings for parents
- let the school know if there are any problems that may affect your child's ability to learn
- ensure your child completes homework regularly in keeping with the school's homework policy
- inform school of student absences and reasons for absences in a timely manner
- treat school staff with respect
- support the authority of school staff thereby supporting their efforts to educate your child and assist your child to achieve maturity, self discipline and self control
- not allow your child to bring dangerous or inappropriate items to school
- abide by school's instructions regarding access to school grounds before, during and after school hours
- advise Principal if your student is in the care of the State
- keep school informed of any changes to student's details, such as student's home address and phone number.

Responsibility of school staff to:

- design and implement engaging and flexible learning experiences for individuals and groups
- inform parents and carers regularly about how their child is progressing
- design and implement intellectually challenging learning experiences which develop language, literacy and numeracy
- create and maintain safe and supportive learning environments
- support personal development and participation in society
- foster positive and productive relationships with families and the community
- inform students, parents and carers about what the teachers aim to teach the students each term
- teach effectively and to set the highest standards in work and behaviour



- clearly articulate the school's expectations regarding the Responsible Behaviour Plan for Students and the school's Dress Code policy
- ensure that parents and carers are aware that the school does not have personal accident insurance cover for students
- advise parents and carers of extra-curricular activities operating at the school in which their child may become involved (for example Program of Chaplaincy Services, sports programs)
- set, mark and monitor homework regularly in keeping with the school's homework policy
- contact parents and carers as soon as is possible if the school is concerned about the child's school work, behaviour, attendance or punctuality
- deal with complaints in an open, fair and transparent manner in accordance with departmental procedure, Complaints Management – State Schools
- treat students and parents with respect .

I accept the rules and regulations of Robina State School as stated in the school policies that have been provided to me as follows:

1. Student Resource Scheme
2. Consent form for copyright materials
3. Responsible Behaviour Plan for Students
4. The Use of Personal Technology Devices* at School
5. Student Dress Code
6. Acceptable Use of the Department's ICT Network and Systems
7. Homework and Home Reading Policy
8. Attendance
9. Complaints management
10. Parent Notice for Religious Instruction in School Hours and Department insurance arrangements and accident cover for students
11. School Communication, Newsletter and Email Address

Mobile phone short messaging system – MESSAGEYOU™

Robina State School uses Mobile Phone Short Message Service (SMS) to send text messages to parents notifying unexplained absences. Parents will be informed by SMS each time their child is away from school without a reason. Robina State School expects parents/caregivers to contact the school in advance if they know their child is to be absent. Only one parent/caregiver is able to receive the text message notifying unexplained absences. Identify the name of the parent to be notified and the mobile number to be used:

Parent's Name: _____

Emailing of student report cards

Student Report Cards are emailed to parents. To receive a report card via email you need to have:

- An email address recorded in the Parent Contact details: and
- Receives Correspondence is 'Yes' in Parent/Student Relationship details.

Parents/caregivers need to provide email addresses to receive the Student Report Card. The school will ensure that the 'Yes' tab is checked to Receive Correspondence in Parent/Student Relationship details.

Email Address:

Tick each item below and sign to acknowledge on this date ___/___/___:

- That I have completed in full the *Student Resource Scheme Participation Agreement Form*
- That I have completed in full the consent form to *use record or disclose copyright material, image, recording, name or personal information.*
- That I have identified the mobile phone number for absence messages.
- That I have provided a current email address for report cards.
- That I have read and understood the responsibilities of the student, parents or carers and the school staff outlined above; and
- That information about the school's current rules, policies, programs and services, as outlined above has been provided and explained to me.

.....
 Student Signature: Parent/Carer Signature: On behalf of Robina State School:
 Updated 03/05/16



Participation Agreement Form

Privacy Statement

The Department of Education, Training and Employment, through the school, is collecting your personal information in accordance with section 51 of the *Education (General Provisions) Act 2006* in order to administer the Student Resource Scheme in an efficient, ethical and secure manner. The information will only be accessed by school employees administering the scheme. Some of this information may be given to departmental employees for the purpose of debt recovery. Your information will not be given to any other person or agency unless you have given permission or the Department of Education, Training and Employment is authorised or required by law to make the disclosure.

Participation

Yes I wish to participate in the Student Resource Scheme in _____(Year). I have read and understand the Terms and Conditions of the scheme (see reverse) and agree to abide by them and to pay the participation fee in accordance with the selected payment arrangement below.

No I do not wish to participate in the Student Resource Scheme in _____. I have read and understand the Terms and Conditions of the scheme (see reverse) and agree to abide by them, particularly paragraphs 12 and 36.

Please refer to the accompanying *Subject Requirements List* and/or *Year Level Requirements List* for fee details.

Student Given Name	Student Surname	Yr Level	Participation Fee
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
Total			\$

Parent Details

Given Names:			
Surname:			
Address:			
Contact Numbers:	Home:	Work:	Fax:
	Mobile:	Email:	
Parent Signature:			Date:

Payment Arrangement

Now: I wish to make full payment now as a single payment of the total amount above.

Instalments: I wish to make instalment payments, during the first two weeks of the first three terms, in the following proportion of the total amount: Term 1: \$ _____; Term 2: \$ _____; Term 3: \$ _____; or as negotiated with the school: _____.

I agree to make payments by the due dates and I understand that any failure to make payments by these dates may result in debt recovery action being undertaken including, where warranted, referral to an external debt collection agency at my expense.

School Use Only: Negotiated Instalments Approved: _____ Position: _____

Payment Method

I wish to make payment by:

Centrepay Deduction* **EFT** **EFTPOS Credit/Debit Card** **Cheque** **Cash ***

* **Payment** by Centrepay deduction can be arranged through the school administration.

Payment by EFT can be made to the school bank account BSB: ____ - ____ Account Number: _____. To ensure correct identification of the payment, please ensure that the **EFT payment reference clearly includes the **STUDENT NUMBER, along with the characters SRS, e.g. 001461SRS.**

Purpose of the Scheme

1. In accordance with the *Education (General Provisions) Act 2006*, the cost of providing instruction, administration and facilities for the education of students enrolled at State schools who are Australian citizens or permanent residents, or children of Australian citizens or permanent residents, is met by the State.
2. Parents are directly responsible for providing textbooks and other personal resources for their children while attending school. In recognition that these costs can be high, the school operates a Student Resource Scheme (the "scheme") that enables a parent to enter into an agreement with the school that, for a specified annual participation fee, provides for the temporary use by the student of prescribed textbooks and/or other resources, and/or the purchase of consumables and materials for the student.
3. A Student Resource Scheme is separate to and distinct from a request for a voluntary financial contribution.

Benefits of the Scheme

4. The purpose of the scheme is to provide the parent with a cost effective alternative to purchasing textbooks and/or resources elsewhere, through reduced prices gained from the school's bulk purchasing practices.
5. The scheme also ensures that students have consistent personal resources for their education, and saves the parent time and money in sourcing the prescribed materials elsewhere.
6. The scheme is not used to raise funds for other purposes, and revenue collected through the scheme is applied only to the operation of the scheme.

Participation in the Scheme

7. Participation in the scheme is voluntary, and there is no obligation on a parent to participate in the scheme. A parent's decision to participate or not is based on consideration of the value afforded to them by the scheme.
8. The completed and signed Participation Agreement Form should be returned to the school by the advertised date to indicate participation or non-participation in the scheme.
9. If a parent chooses to participate in the scheme and completes the Participation Agreement Form, a fee will be due and payable by the parent for the items provided by the scheme to the student.
10. Payment of the participation fee is a requirement for continued participation in the scheme. An unpaid fee will be subject to the school's debt collection processes.
11. A parent who does not wish to participate in the student resource scheme shall inform the school by completing the Participation Agreement Form and returning it to the Administration Office. Arrangements will be made for the parents of students in Years 8 to 12 or of secondary education age to be paid the value of the Textbook and Resource Allowance for each of their eligible children.
12. A parent who chooses not to participate in the scheme is responsible for providing the student with all items that would otherwise be provided to the student by the scheme as detailed on the *Year Level Requirements List* and/or *Subject Requirements List*, to enable the student to engage with the curriculum.

Parents and Citizens' Association Support of the Scheme

13. The operation of the Student Resource Scheme is discussed annually at a meeting of the Parents and Citizens' Association. Parents are extended an invitation to attend this meeting and provided with an opportunity to express their opinions. A vote is taken at this meeting on supporting the operation of the scheme.

Textbook and Resource Allowance

14. The Queensland Government provides financial assistance to parents of students in Years 8 to 12 or of secondary education age, attending State and approved non-State schools, to offset the costs of textbooks and other resources. Assistance is provided in the form of a Textbook and Resource Allowance which is paid once a calendar year through the school. Parents have the option to receive the allowance directly from the school or as an offset of fees associated with participation in the school's Student Resource Scheme. This option is made available to each parent annually by the school. Current allowance rates are available from <http://education.qld.gov.au/finance/grants/fund/garp/html/pa-stu.html>

Payment Arrangements

15. Payment of the participation fee may be made by EFTPOS (Debit Card; MasterCard; Visa; American Express where accepted by the school), cheque, or cash.
16. For payment made by direct deposit (EFT) to the bank account indicated on the front of the form, please ensure that the payment reference includes the reference as indicated on the front of this form. The acknowledgement from your financial institution of the successful electronic transfer of funds should be retained as your record of payment.
17. Payment of the participation fee may be made in whole or by instalment as indicated on the Participation Agreement Form or for another amount as approved by the Principal.

18. For payments made in person by cash, cheque or credit/debit card, a receipt will be provided to the payer. Where payments are received by other methods, a receipt will be provided on request. All receipts and documentation on the scheme should be retained by the parent for future reference and possible taxation purposes.

Parent Experiencing Financial Difficulties

19. A parent wishing to participate in the Student Resource Scheme and experiencing financial hardship is encouraged to contact the principal to discuss how their financial obligations can be met throughout the school year, or to negotiate alternative arrangements that may be available to accommodate their individual circumstances. Centrepay deduction is a payment option offered by the school. All discussions will be held in the strictest confidence.
20. The onus of proof of being so affected is on the parent, and might include a current Health Care Card or other evidence to establish financial hardship.
21. Any concessions given to the participation fee will be at the discretion of the Principal.

Terms and Conditions of Participation in the Scheme

22. For the purposes of the scheme, where a student is living independent of his/her parents, reference in the terms and conditions to "parent" is a reference to the independent student.
23. Where a parent chooses to join the scheme and completes a Participation Agreement Form, an annual participation fee will be due and payable by the parent to the Student Resource Scheme.
24. In return for payment of the participation fee, the scheme will provide the participating student with textbooks and/or resources, consumables and materials as listed on the *Year Level Requirements List* and/or *Subject Requirements List* as being provided by the scheme, when due for the student's use.
25. Payment of the participation fee is to be made according to the payment arrangement option indicated by the parent on the Participation Agreement Form, or as otherwise approved by the Principal.
26. Non-payment of the participation fee by the designated payment date(s) will generate a reminder notice to the parent/carer from the school at intervals of 30 days overdue and 60 days overdue. The Principal may thereafter undertake debt recovery action for the overdue participation fee including, where warranted, referral to an external debt collection agency. This may result in extra costs being incurred by the parent.
27. Without limiting any other action the Principal may take in accordance with these terms and conditions, subject to 26 above, the Principal may withdraw a student's participation in the scheme due to non-payment of a participation fee, and/or may require the return of items provided by the scheme for the temporary use of the student, and/or may withhold the giving of any further items under the scheme until the debt is paid.
28. The Principal may refuse to admit a student to the scheme where participation fees are overdue from the previous year's scheme.
29. Where participation fees are overdue, the Principal has the discretion to exclude a student from an optional extra curricula school activity.
30. The scheme provides the entire package for the specified participation fee, and is not available in parts unless specifically provided for by the school in the fee structure.
31. All textbooks and resources provided for temporary use by the scheme remain the property of the scheme and shall be returned at the end of the course or school year or when the student leaves the school, whichever is the earlier. Where an item is not returned, the parent will be responsible for payment to the scheme of the replacement cost of the item. Failure to make payment may result in debt recovery action being undertaken.
32. Textbooks and other resources provided for temporary student use by the scheme shall be kept in good condition by the student. The school Administration Office shall be notified immediately of the loss or negligent damage to any issued item. Where an issued item is lost or negligently damaged, parents will be responsible for payment to the scheme of the replacement cost of the item. Failure to make payment may result in debt recovery action being undertaken.
33. The parent is responsible for supplying the student with any additional student materials that are not provided by the Student Resource Scheme, as indicated on the *Year Level Requirements List* and/or *Subject Requirements List* or otherwise advised by the school.
34. If a student enters the scheme after the first week of school, a pro-rata participation fee will apply, calculated on a 40-week school year basis.
35. If a student, having paid a participation fee, leaves the school through the year, a pro-rata refund will be made to the parent, calculated on the participation fee paid, less the cost of consumed materials and the replacement cost of scheme items that are lost or negligently damaged or not returned, plus the pro-rata Textbook and Resource Allowance calculated on a 40-week school year basis.
36. As the scheme operates for the benefit of participating parents and is funded solely from participation fees, resources provided by the scheme will not be issued to students whose parents choose not to participate in the scheme.

For payment by EFTPOS (Credit/Debit Card), I hereby authorise the school to debit my:											
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Other (where accepted) _____											
Card Number:										Expiry Date:	
For <input type="checkbox"/> an amount of \$_____ (total above) or <input type="checkbox"/> \$_____ on the first school day of the first three terms (equal instalment payments of the above amount), or <input type="checkbox"/> in accordance with the negotiated Payment Arrangement completed above.											
Name of cardholder as it appears on the card:						Signature of Cardholder:					

to use, record or disclose copyright material, image, recording, name or personal information

1. PARTICULARS – PARENT / CARER TO COMPLETE**Name to be used in association with the individual's personal information, image, recording or copyright material: (to be completed by parents/carer)** Full name First name only No name Other:**2. PARTICULARS – SCHOOLS TO COMPLETE****Description of what is to be created, used, retained or reproduced:**

(Image or recording includes photographs, videos, film or sound recordings of the Individual)

 Individual's image Individual's recording Individual's copyright material

Description of copyright material, image, recording or other personal information:

 sound recording artistic work written work film name photograph / image

other:

Where will this information be used (e.g. on the website, newsletter or brochure etc). newsletter (uploaded to the web) printed promotional material advertising website displays competitions year books / annuals local media

other:

What is the timeframe for the individual's consent (e.g. is it for duration of enrolment? What date or dates?):

Timeframe for individual's consent is for duration of enrolment unless otherwise advised.

Which of the websites below will the individual's personal information or individual work be published on (i.e. permanently published to the public): School websites: www.robinass.eq.edu.au

The school websites are publicly accessible by all internet users. The school may share information, photographs and videos related to the school's programs, activities and initiatives with users through its websites.

 School Facebook page: <https://www.facebook.com/RobinaStateSchool>

The school Facebook page is publicly accessible by all internet users. The school may share information, photographs and videos related to the school's programs, activities and initiatives with users through its Facebook page.

 School YouTube Channel: **[INSERT WEB ADDRESS]**

The school YouTube channel is publicly accessible by all internet users. The school may share videos related to the school's programs, activities and initiatives with users through its YouTube channel. The school does not permit users to download its videos uploaded to its YouTube channel. However third party applications may be used to overcome the school's settings.

 School Twitter Profile: **[INSERT WEB ADDRESS]**

The school Twitter profile is publicly accessible by all internet users. The school may share information, photographs and videos related to the school's programs, activities and initiatives with users through its Twitter profile.

 Other:

Provide a short description, and the website address, of the other website/s:

3. LIMITATIONS ON CONSENT – PARENT/CARER TO COMPLETE

The Individual or Signatory wishes to limit the consent in the following way:

IT IS NOT COMPULSORY FOR YOU TO PROVIDE THIS CONSENT**If you decide not to provide consent, this will not adversely affect academic achievement, or any relationships with**

teachers or the school.

4. DETAILS

Name of Individual

Address of Individual

Name of School (at which the Individual is enrolled, employed or volunteers)

Signature of the Individual (if over 18 years of age, or if under 18 years of age **and** capable of understanding and giving this consent)

Date

/ /

Signature of the parent or guardian (required if the Individual is under 18 years)

Date

/ /

Name of signing parent or guardian

Address of signing parent or guardian

5. CONSENT GIVEN

On behalf of the individual identified in Section 4 of this Consent Form (the Individual), the person or persons signing this Consent Form (the Signatory)* grant consent to the Department of Education, Training and Employment (the Department), to a State School and to any other Department or Agency of the State of Queensland (the State) to use, record and disclose the Individual's:

- name, image, recording and any other identifying information specified in the Particulars section of this Consent Form (personal information); and
- copyright material, including their written, artistic or musical works or video or sound recordings specified in the Particulars section of this Consent Form (Individual work).

*Note: If the Individual is under 18 years of age, the Signatory must be a parent or guardian of the Individual. The Individual must also sign if he or she is under 18 and able to give and understand the consent. If the Individual is 18 or older, the Signatory and the Individual will be the same person.

6. PURPOSE

This consent only applies to any use, recording or disclosure of the Individual's personal information or Individual work, in connection with the Department or the State, for the following purposes:

- any activities engaged in during the ordinary course of the provision of education and training (including assessment) or other purposes associated with the operation and management of the Department or the Individual's school;
- public relations, promotion, advertising, media and commercial activities. This only includes via the internet and Social Media Websites if the relevant website is identified as a permitted website for the purposes of this consent in the Particulars section of this Consent Form;
- where the material is uploaded to a Social Media website or other website:
 - any purpose, commercial or otherwise, required by the operators of the website as a condition of uploading the personal information or Individual work; and
 - transfer of the personal information outside of Australia in the course of the operation of the website.
- use by the media in relation to the Individual's participation in school activities or community events, including, for example, dramatic or musical performances, sporting activities and award ceremonies; and
- any other activities identified in the Particulars section of this Consent Form.

7. DURATION

If the Department, the State or another person permitted by them is using the Individual's personal information or Individual work, or has entered into contractual obligations in relation to the Department's material that incorporates the Individual's personal information or Individual work, the consent will continue in relation to that material until the use is complete or until the contractual obligations come to an end. It is not possible for

to use, record or disclose copyright material, image, recording, name or personal information

the Signatory or the Individual to withdraw the Individual's personal information or Individual work or revoke this consent in relation to such existing uses of that material.

If you do wish to revoke or modify this consent in relation to any further new uses of the Individual's personal information or Individual work, the Individual or the Signatory should send a notice in writing to the person nominated in Section 9 of this Consent Form. After that notice is received, the Department and the State will still be able to continue the existing uses, but will not be able to make any further new use of the Individual's personal information or Individual work.

The Signatory acknowledges that where material is uploaded to a Social Media website or other website:

- the use and contractual obligations may be perpetual and irrevocable; and
- it may not be possible to ensure that all copies of the material are deleted or cease to be used, and the Department and the State will not be responsible for doing so.

8. DEFINITIONS

- 'Use' includes:
 - to create, make copies of, reproduce, modify, adapt or retain in any form, including by camera, video, digital recorder, webcam, mobile phone or any other device; and
 - to distribute, publish or communicate in any form, including in newsletters and other print media, television and the internet and Social Media websites, in whole or in part, and to permit other persons to do so.
- The Department or the State will not pay the Signatory or the Individual for giving this consent or for the use of the Individual's personal information or Individual work.
- This Consent Form revokes and replaces all previous consent forms in relation to the use of the Individual's personal information or Individual work.
- This Consent Form is a legally binding and enforceable agreement between the Signatory and the Department or the State,
- Nothing in this Consent Form limits the rights that the Department or the State reserve in relation to the use of the Individual's personal information, Individual work or other intellectual property under any other law.
- The 'Department' and the 'State' include the officers and employees of the Department and the State engaged in performing services for the Department and the State.
- 'Social Media Website' includes any website operated by a third party which facilitates the uploading and sharing of user generated content, including social and professional networking websites, web forums, blogs and wikis.
- This Consent extends to the Department and the State:
 - disclosing the Individual's personal information and Individual work to the Department's and the State's agents, contractors and volunteers for the purpose of performing services for the Department and the State; and
 - permitting those persons to use, record and disclose such material to the same extent as the Department and the State are entitled to deal with the Individual's personal information and Individual work.

9. NOTE

The Department will use its best endeavours to ensure the person signing this Consent Form is authorised to do so, but takes no responsibility for circumstances in which it is misled as to the identity or authority or ability of a person to provide consent.

If you require a copy of this signed Consent Form, or if you wish to revoke this consent, please contact the Principal of the school at which the Individual is enrolled or works or send a request in writing to the District Office.

10. INFORMATION**What is this consent for?**

This Consent Form authorises the Department and the State to use the Individual's personal information and copyright material, together with information about the Individual's participation in Departmental and State initiatives, for any use by the Department and the State associated with the purposes identified in Section 6 of this Consent Form. The consent covers the entire or partial use of the Individual's personal information and copyright material in conjunction with other words and images.

For example, the Individual's personal information and copyright material may appear in school newsletters, magazines, websites (including Social Media Websites) and other school, departmental or State publications, as well as in television advertising, videos, brochures, forms, public relations displays, annual reports, press advertising, internal documents such as manuals, websites, certificates and strategic plans, and posters and other promotional material. There may also be occasions on which the Department may approve the media, such as local newspapers and television stations, using information and copyright material in relation to the Individual (for example, where the Individual is involved in dramatic or musical performances, sporting activities or award ceremonies).

Websites

Individuals and Signatories should be aware that publication of an Individual's personal information and Individual work on Social Media Websites is similar to publication in newsletters, magazines, brochures, etc; however publication on Social Media Websites is publication of that material to the world at large.

Individuals and Signatories should be aware that the publication of an Individual's personal information and Individual work, by the Department or the State, on a Social Media Website typically constitutes a permanent and publicly available record of that material. This means that anyone may be able to copy and use an Individual's personal information and Individual work that has been published on a Social Media Website for any purpose and without the consent or knowledge of the Department, the State or the Individual. Individuals or Signatories should not grant their consent to the Department or the State to use an Individual's personal information or Individual work in connection with a Social Media Website if the Individual or Signatory does not agree to the material being permanently available to the public.

If an Individual's personal information or Individual work is published on a Social Media Website, that material will be governed by the privacy policy and terms of use of the relevant Social Media Website. The Department or State cannot reasonably control how an Individual's personal information or Individual work is used by third parties once the material has been published on a Social Media Website.

What is copyright material?

An Individual's copyright material may include written work (e.g. stories and poems), paintings, pictures, drawings, designs, photographs, videos, films, music, performance, recordings, computer programs, websites, sculptures, fashion, metal- or wood-works made by them or to which they contributed. In the case of students, it includes, but is not limited to, work that they create in the course of their studies during the time they are enrolled at a State school. These materials may form part of their academic assessment or be part of their studies generally and may attract copyright.

The Department understands that students and volunteers generally own the intellectual property rights in the material they create and that this Consent Form is not meant to transfer the Individual's ownership of the intellectual property in their copyright material.

This Consent Form does not provide for copyright consent in relation to copyright works an Individual creates in the course of employment (whether or not the material is created in normal work hours or using departmental facilities or equipment). Where copyright material is created by a State employee while performing their duties under the terms of their employment, the copyright is owned by the State as the employer (section 35 *Copyright Act 1968*). There are limited exceptions to this including, for example, where the copyright material is created by an employee pursuant to a prior agreement with the employer.

Generally, the deciding factor is whether the employee is performing their official duties. In addition, section 176 of the *Copyright Act 1968* applies where the work was created by or under the direction or control of the State. However, moral rights may still apply to copyright material created by an employee. The *Queensland Public Sector Intellectual Property Principles* provide further information on intellectual property. If as an employee you have any further queries about the ownership of the intellectual property in respect of the works you create you should contact the Legal and Administrative Law Branch.

What is personal information?

Personal information includes information or opinions, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion. This includes the Individual's name, image or video or sound recording. It also includes the Individual's educational information such as the Individual's assessment and results, and health information and court orders provided to the Department, where such information may enable the Individual to be identified.

What happens to the Consent Form once it is completed and signed?

The Consent Form is retained by the Department and it will be placed on the Individual's file and/or the project file. The Individual or Signatory may request a copy of the signed form by contacting the Principal of the school.

What if I give my consent and later change my mind?

This consent will be in effect from the date the Consent Form is signed. The Department and the State will then start using the Individual's personal information and Individual work to create material incorporating the Individual's personal information and Individual work and entering into contractual obligations in relation to that material.

If you wish to later modify or revoke this consent, the Individual or the Signatory should send a notice in writing to the person nominated in Section 2 of this Consent Form. After that notice is received, the Department and the State will not make any new additional use of the Individual work, but any existing uses will continue.

Where the Department or another person uploads material to a Social Media Website or other website, it may need to accept contractual obligations that are perpetual and irrevocable. It may not be possible to ensure that all copies of the material are deleted or cease to be used, and the Department and the State cannot take responsibility for doing so.

Privacy

The consent to the recording, use and disclosure of the Individual's personal information and Individual work is required in accordance with the *Copyright Act 1968* (Cth), the *Education (General Provisions) Act 2006* and the *Information Privacy Act 2009*. Personal information will be stored securely. The Department will only disclose the Individual's personal information in accordance with your consent, except where authorised or required by law. If you wish to access or correct any of the personal information on this form or discuss how it has been dealt with, or if you have a concern or complaint about the way the Individual's personal information has been collected, used, stored or disclosed, please contact the school.