

State School Consent Form

1 IDENTIFY THE PERSON TO WHOM THE CONSENT RELATES

* Parent/carer to complete

* Mature/independent students may complete on their own behalf (if under 18 a witness is required).

(a) Full name of individual:

(b) Date of birth:

(c) Name of school:

(d) Name to be used in association with the person's personal information and materials* (please select):

☐ Full Name ☐ First Name ☐ No Name ☐ Other Name

* Please note, if no selection is made, only the Individual's first name will be used by the school.
However, the school may choose not to use a student's name at its discretion.

2 PERSONAL INFORMATION AND MATERIALS COVERED BY THIS CONSENT FORM

(a) **Personal information** that may identify the person in section 1:

- ▶ Name (as indicated in section 1) ▶ Image/photograph ▶ School name
- ▶ Recording (voices and/or video) ▶ Year level

(b) **Materials** created by the person in section 1:

- ▶ Sound recording ▶ Artistic work ▶ Written work ▶ Video or image
- ▶ Software ▶ Music score ▶ Dramatic work

3 APPROVED PURPOSE

If consent is given in section 6 of the form:

- The personal information and materials (as detailed in section 2) may be recorded, used and/or disclosed (published) by the school, the Department of Education (DoE) and the Queensland Government for the following purposes:
 - Any activities engaged in during the ordinary course of the provision of education (including assessment), or other purposes associated with the operation and management of the school or DoE including to publicly celebrate success, advertising, public relations, marketing, promotional materials, presentations, competitions and displays.
 - Promoting the success of the person in section 1, including their academic, sporting or cultural achievements.
 - Any other activities identified in section 4(b) below.
- The personal information and materials (as detailed in section 2) may be disclosed (published) for the above purposes in the following:
 - the school's newsletter and/or website;
 - social media accounts, other internet sites, traditional media and other sources identified in the 'Media Sources' section of the explanatory letter (attached);
 - year books/annuals;
 - promotional/advertising materials; and
 - presentations and displays.

4 TIMEFRAME FOR CONSENT

School representative to complete.

(a) Timeframe of consent: duration of enrolment.

(b) Further identified activities not listed in the form and letter for the above timeframe: School Magazine – Gregalach.

5 LIMITATION OF CONSENT

The Individual and/or parent wishes to limit consent in the following way:



Voluntary

There will not be any negative repercussions for not completing the State School Consent Form or for giving limited consent. All students will continue to receive their education regardless of whether consent is given or not.

Consent may be limited or withdrawn

Consent may be limited or withdrawn at any time by you.

If you wish to limit or withdraw consent please notify the school in writing (by email or letter). The school will confirm the receipt of your request via email if you provide an email address.

If in doubt, the school may treat a notice to limit consent as a comprehensive withdrawal of consent until the limit is clarified to the school's satisfaction.

Due to the nature of the internet and social media (which distributes and copies information), it may not be possible for all copies of information (including images of student materials) once published by consent, to be deleted or restricted from use.

The school may take down content that is under its direct control, however, published information and materials cannot be deleted and the school is under no obligation to communicate changes to consent with other entities/third parties.

Media sources used

Following is a list of online and social media websites and traditional media sources where the school may publish your child's personal information or student materials subject to your consent.

- School website: <https://macgregorshs.eq.edu.au>
- Facebook: <https://www.facebook.com/MacGregorSHS/>
- YouTube: https://www.youtube.com/channel/UCUU43dZP1GMme3VwWiuTN0g?view_as=subscriber
- Instagram: <https://www.instagram.com/macgregorstatehighschool>
- Twitter: <https://twitter.com/MacGregorSHS>
- LinkedIn: <https://www.linkedin.com/company/7626519>
- Other: MacConnect, Gregalach magazine
- Local newspaper
- School newsletter
- Traditional and online media, printed materials, digital platforms' promotional materials, presentations and displays.

The State School Consent Form does not extend to P&C run social media accounts or activities, or external organisations.

Duration

The consent applies for the period of enrolment or another period as stated in the State School Consent Form, or until you decide to limit or withdraw your consent.

During the school year there may be circumstances where the school or Department of Education may seek additional consent.

Who to contact

To return a consent, express a limited consent or withdraw consent please contact the Executive Services Officer on 3347 3555.

The Executive Services Officer should be contacted if you have any questions regarding consent.

Please retain this letter for your records and return the signed consent form.

6 CONSENT AND AGREEMENT

► CONSENTER – I am (tick the applicable box):

- ☐ parent/carer of the identified person in section 1
- ☐ the identified person in section 1 (if a mature/independent student or employee including volunteers)
- ☐ recognised representative for the Indigenous knowledge or culture expressed by the materials

I have read the explanatory letter, or it has been read to me. I have had the opportunity to ask questions about it and any questions that I have asked have been answered to my satisfaction. By signing below, I consent to the school recording, using and/or disclosing (publishing) the personal information and materials identified in section 2 for the purposes detailed in section 3.

By signing below, I also agree that this State School Consent form is binding. For the benefit of having the materials (detailed in section 2) promoted as DoE may determine, I grant a licence for such materials for this purpose. I acknowledge I remain responsible to promptly notify the school of any third party intellectual property incorporated into the licensed materials.

I accept that attribution of the identified person in section 1 as an author or performer of the licensed materials may not occur. I accept that the materials licensed may be blended with other materials and the licensed materials may not be reproduced in their entirety.

Print name of student

Print name of consenter

Signature or mark of consenter

Date

Signature or mark of student (if applicable)

Date

SPECIAL CIRCUMSTANCES

If the form is required to be read out (whether in English or in an alternative language or dialect) to a parent/carer or Individual student; or when the consenter is an independent student and under 18 the section below must be completed.

► WITNESS – for consent from an independent student or where the explanatory letter and State School Consent Form were read

I have witnessed the signature of an independent student, or the accurate reading of the explanatory letter and the State School Consent Form was completed in accordance with the instruction of the potential consenter. The individual has had the opportunity to ask questions. I confirm that the individual has given consent freely and I understand the person understood the implications.

Print name of witness

Signature of witness

Date

► Statement by the person taking consent – when it is read

I have accurately read out the explanatory letter and State School Consent Form to the potential consenter, and to the best of my ability made sure that the person understands that the following will be done:

1. the identified materials will be used in accordance with the State School Consent Form
2. reference to the identified person will be in the manner consented
3. in accordance with procedures DoE will cease using the identified materials from the date DoE receives a written withdrawal of consent.

I confirm that the person was given an opportunity to ask questions about the explanatory letter and State School Consent Form, and all the questions asked by the consenter have been answered correctly and to the best of my ability. I confirm that the individual has not been coerced into giving consent, and the consent has been given freely and voluntarily.

A copy of the explanatory letter has been provided to the consenter.

Print name and role of person taking the consent

Signature of person taking the consent

Date

Privacy Notice

The Department of Education (DoE) is collecting your personal information on this form in order to obtain consent for the use and disclosure of the student's personal information. The information will be used and disclosed by authorised school employees for the purposes outlined on the form. Student personal information collected on this form may also be used or disclosed to third parties where authorised or required by law. This information will be stored securely. If you wish to access or correct any of the personal student information on this form or discuss how it has been dealt with, please contact your student's school in the first instance.

Student Resource Scheme - Participation Agreement Form

The Student Resource Scheme

The Student Resource Scheme (SRS) is a user-charging scheme operated by schools to provide parents with a mechanism to access individual student resources that are not funded by the government.

Government funding for schools does not extend to individual student resources and equipment for their personal use or consumption. Supply of these items, such as textbooks and personal laptops/iPads, is the responsibility of the parent.

The objective of the scheme is to provide parents a convenient and cost-effective alternative to individual supply of resources for their students. Participation in the SRS is optional, and no obligation is placed on a parent to participate.

Terms and conditions for participating in the scheme are provided on the reverse side of the form. Information is also provided on the Textbook and Resource Allowance (TRA) where applicable.

This Participation Agreement Form applies for the duration of a student's enrolment at the school, however parents who are participating in the scheme can choose to opt out from the SRS in future years by completing a new Participation Agreement Form. Any new Participation Agreement Form submitted annually and received by the school will supersede the previous form lodged.

Parents pay the annual participation fee in accordance with the selected payment arrangement. If a student joins the school mid-year, a pro-rata participation fee may apply.

Parents not participating in the scheme must provide their student with all items that would otherwise be provided by the scheme as detailed in the information provided by the school. Parents can choose to join the SRS in future years by completing a new Participation Agreement Form.

To assist schools in managing and administering the scheme, parents are requested to complete the Participation section of this form and return it to the school.

If parents have not completed and returned the form before the due date indicated by the school in the SRS Annual Parent Information documents, the school will take the view that the parent does not wish to participate.

Payment

On agreeing to participate in the SRS, a parent agrees to pay the participation fee as advised and invoiced by the school. For families experiencing financial hardship, please contact the school as soon as possible to discuss options available.

Participation

- ☐ **YES** I wish to participate in the Student Resource Scheme. I have read and understand the Terms and Conditions of the scheme (see reverse) and agree to abide by them and to pay the annual participation fee in accordance with the selected payment arrangement. I understand that I can opt out of participation in the SRS in any year by completing a new Participation Agreement Form.
- ☐ **NO** I have read the terms and conditions and I do not wish to participate in the Student Resource Scheme. I understand I must provide my child with all items that would otherwise be provided by the SRS as detailed in the information provided by the school. I understand that I can choose to join the SRS in future years by completing a new Participation Agreement Form.

School Name	
Form Return Date	
Student Name	
Year Level	
Parent Name	
Parent Signature	
Date	

Privacy Statement

The Department of Education collects the information you complete on the Participation Agreement Form in order to administer the Student Resource Scheme (SRS). The information will only be accessed by school employees administering the SRS. However, if required, some of this information may be shared with 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 is authorised or required by law to make the disclosure.



**Queensland
Government**

Terms and Conditions

Definition

1. Reference to a "parent" is in accordance with the definition in the *Education (General Provisions) Act 2006* and refers equally to an independent student.

Purpose of the SRS

2. In accordance with the *Act*, 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.
3. Parents are directly responsible for providing textbooks and other personal resources for their children while attending school.
4. The SRS enables a parent to enter into an agreement with the school to provide the resources as advised by the school for a specified annual participation fee.

Participation in the SRS

5. Participation in the SRS is optional and parents are under no obligation to participate.
6. The school will provide parents with a list of resources supplied by the SRS to enable parents to assess the cost effectiveness of participation.
7. Parents indicate whether or not they wish to participate in the SRS by completing this Participation Agreement Form.
8. Parents must complete and sign the Participation Agreement Form and return it to the school by the advertised date.
9. This agreement is for the duration of the student's enrolment at the school, unless a new Participation Agreement Form is completed.
10. Parents are given the option annually to choose whether to participate in the SRS or not by completing this form.
11. Where a parent signs up to participate in the SRS they are agreeing to pay the annual participation fee for the items provided by the SRS.
12. Payment of the participation fee implies acceptance of the SRS including the Terms and Conditions irrespective of whether or not the signed form has been returned.
13. Where a student starts at the school during the school year, the parent may be entitled to pay a pro-rata participation fee to participate based on a 40-week school year.
14. Where a participation fee has been paid and a student leaves the school during the year, the school must determine if the parent is eligible for a pro-rata refund. This will also take into account any pro-rata of the Textbook and Resource Allowance (TRA) (see Additional Information regarding TRA eligibility) and any outstanding SRS debts (including any debts from damaged or non-returned items). Where the cost of outstanding debts is higher than the calculated refund, the parent is liable to pay this balance of funds.

Non-Participation in the SRS

15. Parents who choose not to participate in the SRS are responsible for providing their student with all items that would otherwise be provided by the SRS to enable their student to engage with the curriculum.
16. The school will provide non-participating parents with a list of resources the parents are required to supply for their child.
17. All items included in the SRS must be able to be independently sourced, purchased and supplied by parents who choose not to participate in the SRS.
18. As the SRS operates for the benefit of participating parents and is funded from participation fees, SRS resources will not be issued to students whose parents choose not to participate in the SRS.

The Resources

19. SRS funds received by the school will only be expended on student resources outlined in the school's SRS and will not be expended on other items or used to raise funds for other purposes.
 20. In return for payment of the participation fee, the SRS will provide the participating student with the entire package of resources for the specified participation fee. It is not available in parts unless specifically provided for by the school in the fee structure.
- The resources, as determined and advised by the school may be:
- retained by the student and used at their discretion; or
 - used/consumed by the student in the classroom; or

- hired to the student for their personal use for a specified period of time.

22. All SRS resources hired to a student for their temporary use remain the property of the school. The resources must be returned by the agreed date or if the student leaves the school.
23. Parents are responsible for ensuring that any hired SRS resources provided for their child's temporary use are kept in good condition.
24. The school administration office must be notified immediately of the loss or damage to any hired item.
25. Where a hired item is lost, not returned, or damaged, parents will be responsible for payment to the school of the value of the item or its repair.
26. The replacement cost of any resource may be up to the maximum value (subject to depreciation where appropriate) of the acquisition cost to the school.
27. Parents may be responsible for supplying their child with other resources not specified in the SRS as advised by the school.

Payment Arrangements

28. Payment of the participation fee may be made in whole, as per a nominated payment plan, or for another amount as approved by a Principal.
29. Payment of the participation fee must be made as per the payment methods nominated by the school.
30. Any concessions relating to the participation fee will be at the discretion of the Principal.

Debt Management

31. Payment of the participation fee is a requirement for continued participation in the SRS.
32. Non-payment of the participation fee by designated payment date(s) may result in debt recovery action in accordance with the Department's Debt Management Procedure <http://ppr.qed.qld.gov.au/corp/finance/accounts/Pages/Debt-Management.aspx>.

Parents' Experiencing Financial Hardship

33. Parents experiencing financial hardship who are currently participating in or wish to participate in the SRS should contact the school to discuss options.
34. Principals may vary payment options, negotiate alternative arrangements and/or waive all or part of the participation fee for parents experiencing financial hardship.
35. The onus of proof of financial hardship is on the parent.
36. The school may require annual proof of continuing financial hardship.
37. All discussions will be held in the strictest confidence.

Additional Information

Textbook and Resource Allowance (TRA)

- The Queensland Government provides financial assistance to parents of students in Years 7 to 12, to offset the costs of textbooks and other resources. Assistance is provided in the form of a TRA which is paid through the school. Refer to the department's website for current TRA rates <https://education.qld.gov.au/about-us/budgets-funding-grants/grants/parents-and-students/textbook-resource-allowance>.
- The TRA is used to offset the fees associated with participation in the SRS.
- Parents not participating in the SRS will receive the TRA directly from the school.
- Parents not participating in the SRS should contact the school directly if they do not automatically receive the payment.



1

PLEASE RETURN THE COMPLETED FORM PAGE TO YOUR TEAM MANAGER AND REMEMBER TO SIGN AND DATE SECTION 2 ON PAGE 3.

PROJECT DETAILS

Name and description of Project:

Queensland School Sport Representative Sporting Teams attending interstate, national or international events.

Details – School Sport Australia National Championships, School Sport Interstate Exchanges; School Sport International Exchanges; Pacific School Games

Description of what is to be made, used, retained or reproduced:

☒ Individual's copyright material ☒ Individual's name ☒ Individual's image ☒ Individual's recording

Image or recording includes photographs, videos, films or sound recordings of the Individual.

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

Student details provided for the conduct of the interstate, national or international sporting event / Team Photographs/ individual action shots/video footage taken during the School Sport Event as listed.

Description of the purpose for which the personal information or Individual work is required (i.e. details of the nature and scope of the use of the personal information or Individual work), and the medium of reproduction (e.g. paper, electronic or other form). How will the personal information or Individual work be made, used, retained or reproduced, and will it be distributed, disclosed, published or communicated to any third parties or to the broader public (e.g. on the internet)?

Participants' names, personal information (i.e. DoB, school attending) and images may be published on/provided to:

- Print and digital media publications required for the conduct of interstate, national and international school sport events.
- National, State and local sporting organisations for the purpose of talent identification, promotion and publication of event results.
- Media publications promoting school sport including newspaper, television, radio and digital media.
- Publication on School Sport Australia, affiliated state and territory, and sport specific websites and social media including facebook pages and twitter accounts for the purpose of promotion of school sport and publication of school sport results.
- Event specific souvenir merchandise produced by the supplier contracted to the school sport entity hosting the school sport event (available for purchase either through pre-order or point of sale at the school sport event).

Names and dates of birth may be shared with the travel agent and airlines engaged by Queensland School Sport to arrange team travel logistics.

As a value add or service to parents team photographs, action photography and DVDs may be taken by commercial photographers.

Team photographs, ordered by parents, will be distributed to team members by the team's manager. Action photography of athletes, whose consent by parents has been received, may be published on the commercial photographer's website for retail sale.

DVDs may be available for sale at the event or through retail sales, usually to the parents of such students.

IF YOU REQUIRE FURTHER INFORMATION OR YOU DO NOT GIVE CONSENT IN ANY ASPECT OF THIS FORM PLEASE CONTACT THE TEAM MANAGER IMMEDIATELY.



Queensland School Sport Project Consent Form

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

Description of the timeframe during which the Individual's name, image, recording or Individual work is required (e.g. Is it for one-time use? For what date or dates?):

Ongoing, unless revoked in accordance with Section 6.

Name of the departmental position/person responsible for the making, usage, storage, reproduction, distribution, publication or communication of the Individual's personal information or Individual work:

Queensland School Sport Team Manager (please refer to team information package)

Name that should be used in association with the Individual or the Individual's image or Individual work:

☒ Full name ☐ First name only ☐ No name ☐ Other:

Will the Individual's personal information or Individual work be published on a Social Media Website or another website (i.e. permanently published to the public)?

☒ Yes ☐ No

If yes, which of the websites below (as amended or replaced from time to time) will the Individual's personal information or Individual work be published on:

☒ **Facebook Page:** School Sport Australia; affiliated State and Territory, and sport specific organisation facebook pages associated with the conduct and promotion of the event or publication of results.

Facebook pages are publicly accessible by all internet users. The Department may share information, photographs and videos related to the Department's programs, activities and initiatives (including the Project) with users through Facebook pages.

☒ **Twitter Profile:** School Sport Australia; affiliated state and territory, and sport specific organisation twitter pages associated with the conduct and promotion of the event or publication of results.

Twitter is publicly accessible by all internet users. The Department may share information, photographs and videos related to the Department's programs, activities and initiatives (including the Project) with users through Twitter.

☒ **Official Websites:** School Sport Australia; affiliated state and territory, and sport specific organisation websites associated with the conduct and promotion of the event or publication of results.

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

2 DETAILS

IT IS NOT COMPULSORY FOR YOU TO PROVIDE THIS CONSENT

If you decide not to provide consent, this will not adversely affect their position on the school sport team.

Name of Individual

Address of Individual

Name of school at which the Individual is enrolled:

Signature of the parent or caregiver (required if the Individual is under 18 years of age)	Date	PLEASE ENSURE ALL PARTS OF THIS CONSENT FORM ARE SIGNED BY STUDENT and PARENT/CAREGIVER
Name of signing parent or caregiver	Address of signing parent or caregiver	

3 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:

Queensland School Sport Team Manager (Contact details are indicated on the invitation letter you received with this document.)

4 I GIVE CONSENT

On behalf of the individual identified in Section 2 of this Consent Form (the Individual), the person or persons signing this Consent Form (the Signatory)* grant consent to and license the Department of Education, Training and Employment (the Department) and 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 Project Details section of this Consent Form (personal information); and
- copyright material, including their written, artistic or musical works or video or sound recordings (Individual work), created in connection with the Project identified in the Project Details section of this Consent Form.

The Signatory also irrevocably and unconditionally consents to the Individual being attributed or not attributed as the author of the Individual work in a form and manner acceptable to the Department or the State.

*Note: If the Individual is under 18 years of age, the Signatory must be a parent or caregiver 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.

5 FOR THE PURPOSE OF

This consent only applies to the Department and the State using, including recording or disclosing, the Individual's personal information or Individual work, and permitting other persons to do so, for:

- the purposes identified in the Project Details section of this Consent Form;
- the purposes of public relations, promotion, advertising, media and commercial activities concerning the Project. This only includes via the internet and Social Media Websites if the relevant website is identified as a permitted website for the Project in Section 1 of this Consent Form; and
- where the material is uploaded to a Social Media Website or other website:
 - any purposes, commercial or otherwise, required by operators of the websites 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.

6 FOR THE DURATION OF

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 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 3 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.

7 I UNDERSTAND THAT

- 'Project' means the project described in the Project Details section of this Consent Form.
- '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 via the internet and Social Media Websites,

in whole or in part, and to permit other persons to do so.

- The Signatory or the Individual will not be paid for giving this Consent or 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 in the Project (subject to any limitations on revocation in those consent forms).
- 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 or Individual work, copyright 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. The definition includes (without limitation) websites currently managed by the Department.
- This consent only extends to the Social Media Websites and other websites specified in the Project Details section of this Consent Form.
- 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.

8 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 the purposes specified in the Project Details section of the Consent Form. This 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

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

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 websites, including Social Media Websites is similar to publication in newsletters, magazines, brochures, etc; however publication on 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 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 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 website if the Individual or the 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 website, that material will be governed by the privacy policy and terms of use of the relevant 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 website which is not under the direct control of the Department, for example Social Media Websites.

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 Project file. The Individual or Signatory may request a copy of the signed form by contacting the person nominated in Section 3 of this Consent Form.

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

The 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 3 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 the 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 relevant organisation or school.

