

## **Clinical Elective Placement Indemnity Form 1a**

Student's name: ("the Student")	
Student number:	
University's name: ("the University")	
University's address:	
Clinical elective location:	
Clinical elective dates:	

### **PART A – INSURANCE AND INDEMNITY DEED POLL**

#### **Acknowledgement**

The Student and the University acknowledge that:

- (a) James Cook University will be facilitating the placement of the Student at a Queensland Health facility in Northern Queensland ("the clinical elective placement");
- (b) the Student will not, at any time, become a student of James Cook University; and
- (c) James Cook University will have no responsibility for the Student or the actions of the Student whilst the student is in Australia, including whilst the Student is undertaking the placement, and will not supervise the Student in any way whilst the Student is undertaking the placement.

#### **Indemnity**

1. The Student and the University each release James Cook University from every claim, action, suit or demand for any kind of legal, equitable or administrative relief whatsoever and including all costs and expenses assessed on a full indemnity basis arising in any way out of or in connection with any act or omission by the Student whilst the Student is in Australia, including whilst the Student is participating in clinical elective placement at a Queensland Health facility.
2. The University indemnifies James Cook University, its officers, employees and agents against every claim, action, suit or demand for any kind of legal, equitable or administrative relief whatsoever and including all costs and expenses assessed on a full indemnity basis arising in any way out of or in connection with any act or omission by the Student whilst participating in clinical elective placement at a Queensland Health facility.

#### **Insurance**

1. The University must, at its own expense, maintain comprehensive public liability insurance (for an amount of not less than twenty million dollars (AUD \$20,000,000.00) in respect of any one accident or occurrence) and medical indemnity insurance (for amount of not less than twenty million dollars (AUD \$20,000,000.00) in respect of any one accident, incident or occurrence) against claims made or brought at any time for bodily injury, death or property damage or loss arising out of or in relation to the Student's clinical elective placement at a Queensland Health facility.

At the request of James Cook University, the University shall provide certified copies of the insurance policies to James Cook University. The University must provide to James Cook University at least 15 (fifteen) calendar days advance written notice of any policy cancellation or any change in the amount of coverage or type of insurance stipulated.

2. The Student, while participating in the clinical elective placement must have private insurance coverage in the event of an incident, accident or injury. At the request of James Cook University, the Student must provide a certified copy of the insurance policy to James Cook University.

3. The University's and/or the Student's liability to James Cook University under this Deed Poll will not be limited because of any insurance policy. For example, if the amount of the University's insurance does not cover the loss suffered by James Cook University, the University will still be required to pay the full amount of James Cook University's loss.
  
4. The University and the Student must not do anything that could;
  - (a) cause any insurance cover to be reduced or cancelled;
  - (b) permit an insurer to decline a claim;
  - (c) increase any insurance premium payable in connection with the student placement; or
  - (d) affect any rights under any insurance policy.

Executed as a Deed Poll by the signatory who, by so doing, manifests their intention to deliver this document as their deed on the date shown

Signed sealed and delivered as a Deed Poll )  
 for and on behalf of the **University** )  
 on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ )  
 by its authorised signatory )

..... )  
 Name )

..... )  
 Signature )

in the presence of: )

..... )  
 Witness Signature )

..... )  
 Witness Name )

Signed sealed and delivered as a Deed Poll )  
 by the **Student on the** \_\_\_\_\_ day of \_\_\_\_\_ )  
 20\_\_\_\_ in the presence of: )

..... )  
 Witness to Student Signature )

..... )  
 Student Signature )

..... )  
 Witness to student signature Name )