



People Policy – Secondment Program

All Employees

September 2020

1. Introduction

- 1.1 Austrade recognises that its people are its most significant asset. Opportunities to develop and maximise talent are critical to ensuring Austrade has the capability it requires for the present and future to continue to deliver its unique services to clients and stakeholders.
- 1.2 A secondment can either be a one-off placement to assist Austrade or another agency meet a short term requirement, or an element of an ongoing formal exchange program for professional development purposes.
- 1.3 Austrade's Secondment Program will:
 - Provide career development opportunities to employees;
 - Develop Austrade's knowledge base and employee's skillsets through placements into or out of Austrade;
 - Further develop Austrade's People Capability and Talent Management; and
 - Promote Austrade as an employer of choice.

2. Scope

- 2.1 The People Policy - Secondment Program applies to all Austrade employees
- 2.2 The People Policy – Secondment Program applies to external secondments only
- 2.3 Austrade will adopt the [Australian Public Service \(APS\) Guidance - Secondments and Other Immersive Activities](#) as the framework for all secondments
- 2.4 The People Policy – Secondment Program **does not** apply to Temporary Transfers under section 26 of the [Public Service Act 1999](#).

3. Principles

- Austrade's Secondment program will align with Austrade values, particularly Innovation and Collaboration
- Austrade maintains its operational excellence through strategic resource allocation.
- Austrade supports personal and professional development of people.
- Secondments further the expertise of Austrade as a whole and provide opportunities for knowledge sharing across networks.

4. Definitions

- 4.1 A **Secondment** is an arrangement whereby an employee remains employed by their current employer (Home Organisation) whilst working on a specific project or body of work for another agency or organisation (Host Organisation). The employee may be:
- an Austrade employee and go on secondment to work at another APS agency;
 - an Austrade employee and go on secondment to work at another organisation;
 - employed by an APS agency or other organisation and come on secondment to work at Austrade.
- 4.2 **Secondee** is the person undertaking the secondment activity.
- 4.3 **Home Organisation** is the organisation to which the employee is loaned from.
- 4.4 **Host Organisation** is the external organisation to which the employee is loaned to.
- 4.5 **Memorandum of Understanding** (MoU) sets out the terms and conditions of the secondment with the Host Organisation.
- 4.6 **Secondee Deed** (Deed) is used in conjunction with the MoU. The Deed covers confidentiality, intellectual property and conflict of interest matters. All Secondees to Austrade will be required to complete a Deed and the Host Organisation will decide if Secondees on loan from Austrade, will need to complete a Deed relating to their agency or organisation.

5. Eligibility

- 5.1 To be eligible for secondment, an Austrade employees must:
- have been employed by Austrade for a minimum period of 2 years;
 - able to attain the required security clearance at the Host Organisation;
 - satisfy Austrade requirements of a minimum S3/R3 proficiency in a relevant language if language is required to undertake work (A-based to overseas secondment). Refer to People Policy – Language Capability and Development; and
 - have the ability and capacity to be posted to foreign countries (A-based to overseas secondment).
- 5.2 The Secondee remains an employee of the Home Organisation throughout the secondment and continues to be subject to the employment conditions of the Home Organisation.

6. Payment of Salary and Associated Costs

- 6.1 The Secondee's salary and entitlements will continue to be paid and administered by the Home Organisation. The Home and Host organisations may negotiate and determine financial arrangements relating to the Secondee's salary and entitlements. Any such arrangements are to be detailed in the MoU.
- 6.2 If a Secondment is a result of management direction and is in a different geographical location than the Secondee's Home organisation, the Secondee may be entitled to reimbursement of some costs associated with travel. The Secondee will need to apply for a reimbursement of travel costs under the CEI No. 6 Travel. Travel and relocation costs will not be reimbursed when the Secondee has willingly applied or accepted the Secondment opportunity.

7. Leave Entitlements and Notifications

- 7.1 The Seconded's leave entitlements remain a liability of, and will continue to accrue with the Home Organisation.
- 7.2 During the secondment the Seconded will be eligible to utilise any leave entitlements accrued with the Home Organisation, subject to operational requirements and approval of both the Host and Home Organisation.

8. Performance Management

- 8.1 The Seconded will continue to participate in the performance management programs of the Home Organisation. The Home Organisation must seek input on the Seconded's performance from the Host Organisation

9. Work Health and Safety

- 9.1 The Host Organisation must provide the Seconded with a safe work environment to meet the Host Organisation's responsibilities and obligations under all applicable Work Health and Safety Legislation, including conducting an appropriate risk assessment and providing the Seconded with an induction at the work placement location. Reasonable adjustments for work stations should be discussed between the managers and WH&S work units of both organisations.
- 9.2 The Home Organisation will have worker's compensation liability for any compensable illness or injury sustained by the Seconded during the secondment. The Seconded is required to liaise with the Work Health & Safety work unit of the Home Organisation to lodge claims in connection with work-related injuries.

10. Codes of Conduct, Policies, Procedures and Practices

- 10.1 The Seconded must comply with all policies and procedures implemented by both the Home Organisation and Host Organisation for the duration of the secondment. To the extent of any inconsistencies between the policies of the organisations, the Seconded is to comply with the policies of the Host Organisation.
- 10.2 The Seconded will abide by the secrecy provisions of section 94 of the Australian Trade and Investment Commission Act 1985
- 10.3 Any workplace disputes including terms of this engagement, code of conduct issues or litigation associated with labour law actions, shall be defended by Austrade under its usual policies and insurance arrangements.

11. Security

- 11.1 During the term of the secondment the Seconded must abide by the provisions of the Host Organisation's security instructions.

12. Copyright and Intellectual Property

- 12.1 Unless otherwise agreed in writing in a Seconded Deed, all work produced by the Seconded in the course of their work placement duties, and copyright in that work, will belong to the host organisation and will continue to do so after the cessation of this agreement.

13. Essential Supporting Documents

- People Procedure – Secondment Program (All Employees)
- APSC Guide to Immersive Development
- APSC Employee Profile Form
- APSC Employee Development Plan Form
- APS Secondment Agreement

14. Related Supporting Materials

- APS Guidance - Secondments and Immersive activities
- People Policy – Language Capability Development
- People Policy - Short Term Overseas Assignments (All Employees)
- People Policy - Work Health and Safety (All Employees)
- Austrade CEI No. 6 Travel
- Austrade Security Policy
- APS Values, Employment Principles and Code of Conduct

Obtaining Assistance

Please contact:

- Corporate Support Team by lodging a [Corporate Support Query](#) or Dial 22 222 (Option 1) for Support.

Compliance

People Branch monitors Austrade's people policies and procedures on a regular basis. Compliance by staff and managers may also be assessed by the People Branch, internal audit or the Australian National Audit Office with breaches reported to the Austrade Audit and Risk Committee.