

BARCOOPUB00052  
22/08/2011

BARCOO  
pp 00052-00102

PUBLIC  
HEARING

COPYRIGHT

INDEPENDENT COMMISSION AGAINST CORRUPTION

THERESA HAMILTON ASSISTANT COMMISSIONER

PUBLIC HEARING

OPERATION BARCOO

Reference: Operation E09/1383

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON MONDAY 22 AUGUST 2011

AT 2.05PM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

This transcript has been prepared in accordance with conventions used in the Supreme Court.

ASSISTANT COMMISSIONER: Thank you. Please be seated. Yes, Mr Fordham.

MR FORDHAM: I call Mr Rezwan.

ASSISTANT COMMISSIONER: You're Mr Rezwan.

MR REZWAN: Yes, I am.

10 ASSISTANT COMMISSIONER: You're not legally represented?

MR REZWAN: No.

ASSISTANT COMMISSIONER: Take a seat please. Mr Rezwan, you're required to answer all of the questions that are put to you here. You may seek a declaration under section 38 of the ICAC Act. - - -

MR REZWAN: Yes.

20 ASSISTANT COMMISSIONER: - - - the effect of which is nothing you say can be used against you in any future proceedings.

MR REZWAN: Yes.

ASSISTANT COMMISSIONER: Do you wish to seek an order to that effect?

MR REZWAN: Ah, yes.

30 ASSISTANT COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence at this public inquiry are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

40 **PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

ASSISTANT COMMISSIONER: Now, Mr Rezwan, that protects you from any future proceedings as long as it is not found that you've breached the Act by providing false information or in some other way. Do you understand the effect of that?

MR REZWAN: Yes, I understand, yeah.

10 ASSISTANT COMMISSIONER: Now, you're required to take an oath on the bible and make an affirmation.

MR REZWAN: An affirmation, please.

ASSISTANT COMMISSIONER: Yes. Could the witness be affirmed, please.

ASSISTANT COMMISSIONER: Yes, Mr Fordham.

MR FORDHAM: Sir, would you please tell the Commissioner your full name?---My full name is Mohammed Abu Rezwana.

And your occupation?---I'm an IT consultant.

10

Do you have any tertiary qualifications in IT?---Yes, I have a Masters in Information System from Central Queensland University.

As at March 2008 were you then seeking work in the IT industry?---Yes, I was.

Just before I get to that I might just show you a document?---Thank you.

20

Do you recognise that as a statement you prepared on 19 July, 2010?---Yes, that's my statement.

And does your signature appear at the base of each page?---Yes, all the way down to the statement, yes.

Thank you. In seeking work did you go to a site called mycareer.com?---It would be mycareer or seek.com, I cannot remember.

30

And in any event did you see an ad for a position?---Yes, it's a business analyst position, yes.

And who placed the advertisement?---I cannot recall but it's a tender for (not transcribable) positions that a business analyst is require and some criteria.

Do you have any memory of whether or not the ad referred to a company called Ogawie?---No, I cannot recall.

Did you reply to that ad?---I did.

40

And at some point did someone ring you?---Yes.

Who?---That's David Johnson.

When he rang you did he ask you some questions?---Yes, he did.

And what were those questions about?---It's mostly very basic questions regarding my experience and the pay rate I am looking for.

Some days later did you have another conversation with him?---Ah, yes, he asked me for an interview.

And did he tell you where to go?---Yes, at St Leonards DET office.

Which office?---DET St Leonards.

Was that in Herbert Street, St Leonards?---It's on 39 Herbert Street, yes.

10 On 31 March did you go to that office?---31 March, I cannot recall the exact date but yes, I did go to the office, yes.

And when you went there who did you meet?---David Johnson.

And what happened?---He did, he did a interview with me.

When you had that interview was anybody else present?---No.

20 Did you meet with anybody else on that occasion?---No.

During the course of the interview was there any discussion about who would employ you or how you would be paid?---Well, after that interview I was told that I've been selected and someone from Mike Smith will call me up and send me some paperworks.

And were you told who Mike Smith was?---Ah, he's from Freelance, some payroll management officer or something like that.

30 Do you have in front of you a white binder - - -?---Yeah.

- - - which is, no, a white folder that's a bundle of exhibits?---Thank you.

Could you open that to page 52 for me?---On page 52, yeah.

And is that a schedule to an agreement?---Yes.

And it appears to be dated 27 March, 2008?---Yes.

40 Do you have any recollection of seeing that document prior to today?---Yes. I mean this document was sent to me by email, via post, yeah.

And do you have a memory as to when you got it?---I would say somewhere around late March.

Would you go to the next page, 54?---Yep.

And there's a package summary from Freelance?---Yes.

And is that your signature?---That is my signature, yes.

And it's dated 4 April, 2008?---Yep.

And is it the case that that a contracted rated at \$35 an hour to be paid to you?---That's correct. Yep.

10 When you had your interview on 31 March, 2008 was there any reference to Ogawie?---No, I cannot recall. But I don't think so.

A week or so later did you commence work at the DET?---Yes. On I believe 7 April.

And when you went there who did you meet with?---I met David Johnson first and he introduced me with Henry Lo. And Henry Lo showed me around.

20 And what did you understand Henry Lo's position to be?---I would think he probably a team leader.

And on what project were you working?---SMART.

At some stage did you become aware of company called Greythorn?---Yes, in my first week pay cycle.

Your first pay cycle?---Yes.

30 And how did you become aware of their existence?---Well we had to enter our time, you know timesheets, which is (not transcribable) This is a DET standard timesheet and the timesheet was produced with Greythorn name on it.

Thank you. Now I'll just take you back briefly to your first day on the job at DET offices, which in think you've said is 7 April?---Yeah.

On that day did you meet with any DET personnel other than Mr Lo, sorry, I'll withdraw that. Did you meet with any DET personnel for the purpose of an induction or sign any documents?---No, I haven't.

40 When you saw the words Greythorn your paysheet did you raise that with anyone?---With David, yeah.

And what did you say to him?---Well I asked him (not transcribable) that my, as far as I can remember, and my (not transcribable) shows something else. And he said, "Oh, Greythorn pays me and I pay you back."

Later in 2008 and perhaps towards the end of 2008 did you become aware of a company called Catalina?---No.

At some stage during late 2008 did you become aware that the user interface was being designed and or produced?---No.

At any stage did you see screen mock ups for the SMART system?---Yes, I saw it, but it's late 2009, but David already left. It was on the network drive.

10 I see. You saw those for the first time in 2009?---That's right.

And that was where? At Department offices?---Yeah, Department offices, it was on the drive, the network drive.

Yes, thank you, I have nothing further.

ASSISTANT COMMISSIONER: Thank you. Yes, any questions?

MS BOURKE: Mr Rezwan, your original statement that you believed the site where you found out about the employment was MyCareer.com.  
20 Excuse me. The site where you had seen the advertisement for a job was with MyCareer.com?---Ah hmm.

You now think it might have been Seek.com?---It could be any of them.

Right. So your memory is not clear about that?---Well you're asking me two, three years back where I, when I first interviewed for the job, whether it is MyCareer or MySeek, yeah, definitely.

30 So some of the details are hard to remember with the lapse of time?---Yes, I mean, yes, of course.

Did you work with Mohammed Bhuiyan?---Yes, I did.

And in fact he was a friend of yours before you commenced employment?  
--No, I met him on the job.

Didn't you attend the same university?---Yes, I did, but he did the Bachelor, I did the Masters.

40 You didn't meet him there?---No.

Now, you were aware from the time you saw the advertisement that the company who sought to employ you was Ogawie?---As I said I can't recall whether it's Ogawie or not but it looks like it's a normal ad looking for a business analyst because there is this sort of ad that comes in the web page, that agency look for, you know, business analyst or development person just put, I don't want that.

And before you met Mr Johnson you sent him your CV?---Yes, I did. Now, when he first interviewed you for the job he explained to you that you would be employed by Ogawie and that you would be in the offices of the Department of Education and Training?---No, (not transcribable).

So I suggest to you that you at all times knew that you were employed by Ogawie?---Well, there was no such discussion was there. During the first interview he told me about the project itself, what is the project and what we are going to do.

10

I suggest to you that he also explained to you the role of Freelance, that it was a payroll management company?---Yes, he did, at the end of the discussion, yes, he said the payment will be done through Freelance, yes.

And they would take deductions out that an employer would take out?---The  
- - -

For example, your tax, your super?---The super and everything will be done by Freelance, yes.

20

And the service agreement that you signed with Freeland had on it that Ogawie Pty Limited was the end user?---I cannot recall. Which page number are you on?

ASSISTANT COMMISSIONER: I think it's 52.

MS BOURKE: Yes, thank you. That document shows that the commencement date was 7 April and the company was Ogawie Pty Limited?

30

MR FORDHAM: I think it would have to be put to this witness that he actually received this document because his signature does not appear on it.

MS BOURKE: I'm sorry. Yes, sorry, it's page 54 that I want to draw your attention to. It's the package summary from Freeland?---Yes.

And it has your name on it and the end user/agency is listed as Ogawie Pty Limited?---That's correct, yes.

40

Is that right? And did you sign that document?---Yes, I did.

And that's your signature on it?---Yes, it was my signature.

Nothing else, thank you, your Honour.

ASSISTANT COMMISSIONER: Mr Rezwan, who did you think you were working for?---I'll be honest with you, for me it really doesn't matter because - - -

You didn't pay much attention to the detail?---Exactly. Because at the end of the day to me it means end of the week I'll get my pay, whether it's Ogawie or Greythorn doesn't matter.

Who did you think, if anybody, Mr Johnson was working for?---DET.

So you thought he was an employee or - - -?---I thought he's a direct - - -

10 - - - a contractor or - - -?---Direct contractor from DET, but I don't know the behind process of DET that if someone has to come through Greythorn or not, I wasn't ever aware of it probably for the next one year when the whole issue was raised because to me I'm getting paid, that as simple as that.

Yes. Mr Fordham, did you want to tender that statement, it hasn't – sorry, Mr Purdy.

MR PURDY: Sorry, I apologise, I should've tendered that statement.

20 ASSISTANT COMMISSIONER: Yes. Mr Rezwan's statement will be Exhibit 6.

**#EXHIBIT 6 - STATEMENT OF ABU REZWAN DATED 19 JULY 2010**

ASSISTANT COMMISSIONER: Well, according to me – am I right? Yes. Mr Purdy, did you want to ask something?

30 MR PURDY: You said in answer to a question from Mr Fordham that when you began your work at the DET offices on, on 7 April, 2008 you didn't meet anybody, any employees of the Department nor sign any documents on that day?---No signing any documents, well, I did have to sign some document for network access.

I'm sorry?---For network access to get access to DET.

40 To get network access?---To get an email address for DET, yes, I did sign all those documents.

And did those documents include a document called "Agreement of Confidentiality or Pecuniary Interest Disclosure," do you recall?---I presume so, yes.

You presume so?---Yeah.

You don't recall exactly?---I, I do not recall because it was three years back, yeah.

Do you, do you understand what that document contained?---Yes, I did, yes.

And what did that document contain to your recollection?---Well, that you do not disclose any of the information that you are working on these current situations because you're dealing with all those sophisticated datas.

And that sophisticated data and that information belonged to whom?---To DET.

10 To DET?---It's DET IP, yes.

And you, you understood that you, you were not entitled to use it for your own benefit?---Oh, yes, definitely.

Yes, thank you, no further questions.

ASSISTANT COMMISSIONER: Thank you. Yes, if there's nobody else? This witness may be excused, Mr Fordham?

20 MR FORDHAM: Yes, Commissioner.

ASSISTANT COMMISSIONER: Yes. Thank you for your attendance. You are now excused, Mr Rezwan.

**THE WITNESS EXCUSED**

**[2.21PM]**

30 MR FORDHAM: I tender statements from Mr Jun Michael Zhang and Dexiong David Huang, those statements are dated 15 July, 2010 and 29 September, 2010 respectively. Those two witnesses are currently in China and are unable to attend to give evidence.

ASSISTANT COMMISSIONER: The statement of Jun Zhang dated 15 July, 2010 will be Exhibit 7.

**#EXHIBIT 7 - STATEMENT OF JUN (MICHAEL) ZHANG DATED 15 JULY 2010**

40

ASSISTANT COMMISSIONER: The statement of Dexion Huang dated 29 September, 2010 will be Exhibit 8.

**#EXHIBIT 8 - STATEMENT OF DEXIONG (DAVID) HUANG DATED 29 SEPTEMBER 2010**

MR FORDHAM: May it please the Commission. I call Richard Yee.

ASSISTANT COMMISSIONER: You are Mr Richard Yee? Are you legally represented, Mr Yee? Do you have a lawyer?

MR YEE: No.

ASSISTANT COMMISSIONER: Okay. Please take a seat.

10 MR YEE: Thank you.

ASSISTANT COMMISSIONER: Mr Yee, you've been called here to give evidence and you are required to answer all of the questions asked of you. You may seek a declaration under our Act, the effect of which would be that nothing you say could be used against you in any future proceedings, criminal, civil, disciplinary. Do you wish to see an order in those terms?

MR YEE: Yes.

20 ASSISTANT COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by the witness during the course of his evidence at this public inquiry are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

30 **PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY THE WITNESS DURING THE COURSE OF HIS EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

40 ASSISTANT COMMISSIONER: Now, Mr Yee, that means that nothing you say here can be used against you in any future proceedings. The exception to that being if it is found that you've breached the ICAC Act by giving false evidence for example so you are required to promise to tell the truth by taking an oath on the bible or making an affirmation.

MR YEE: A affirmation please.

ASSISTANT COMMISSIONER: Could the witness be affirmed, please.

ASSISTANT COMMISSIONER: Thank you. Yes, Mr Fordham.

MR FORDHAM: Thank you. Sir, what is your full name?---Richard Yee.

And your occupation?---I am a solution architect.

- 10 What is a solutions architect?---Solution architect is in IT field is I design the solutions to a problem so basically like say if there is a computer programme software need to be developed in initial stage so that is what, just like you build a house, you need a blueprint, you need to know how, how, how each component got to interact and different technology for, for the use to construct the system.

Where are you currently working?---I am at (not transcribable) IT in Mosman as a consultant for.

- 20 I'll just show you a document. For the Commissioner's benefit, Mr Yee is referenced in the bundle at 219 which is a Contractor Assessment relating to Mr Kempegowda. Is that a statement prepared by you on 20 May, 2011?  
---Yes.

Is it three pages?---Yes.

And does your signature appear at the foot of each page on the left-hand side?---Yes.

- 30 In 2008 and specifically early 2008 where were you working?---Ah, working with UberConsult.

And prior to that had you spent some time contracting at Leighton Contractors?---Yes.

When you were there did you work with a man named Henry?---Yes.

And do you know his surname?---Ah, Henry, no, Henry Lo, yeah, yeah.

- 40 Early in 2008 were you contacted with Mr Lo?---Yes.

How?---By email.

And as a result of that email - I'll withdraw that. What did the email ask you?---Basically said that it's the opportunity at DET, to see I'm interested or not.

And as a result of receiving that email did you meet with anyone?---Yes, I discuss it with my boss then and then, then we went for a very informal coffee chat at - - -

I'll stop you there for a minute. Who was your boss?---Ah, Allan Jansen.

And where was he? Was he at Uber?---Yes, yes.

10 Now, so did you attend a meeting?---Yes, we went to somewhere at St Leonard and then a coffee shop.

I'll stop you there and do it one step at a time?---Okay.

Where did the meeting take place?---Ah, I think somewhere in St Leonard.

Was it at the offices of the DET or somewhere else?---Somewhere else outside.

20 You mentioned a coffee shop before?---Yeah, a coffee shop, yeah.

Who was at the meeting?---That was me, Allan Jansen, Henry Lo and David Johnson.

Was there any discussion about a potential position?---Yes, there was the, about the applications developer position.

Now, did you take along your CV or any similar document to this meeting? ---No.

30 Did you provide any referees for this meeting?---No.

Was the position as an applications developer a senior or a junior role as far as you were concerned?---As far as I was concerned it's a junior role.

And is that something you were interested in?---No.

40 Was the money being talked about something that was appropriate for you at your training and experience?---No. As far application developer is concerned it's the lowest of the chain so, yeah, so my boss would not be that interested in sending me out to that sort of position.

And did you come to a decision about whether or not you would take the matter further?---I come to a decision that I do not want to take that matter any further so I leave it to my boss.

Did you ever attend a Department of Education and Training office for the purpose of an interview?---No.

Aside from the meeting in the coffee shop have you ever participated in an interview for a DET related position?---No.

Have you ever supplied your CV to the DET or anyone on behalf of the DET for the purposes of seeking the position?---No.

Have you ever provided the DET or anyone on behalf of the DET with referees for the purpose of obtaining a position?---Not that I am aware of.

10 Yes, I have nothing further.

MS BOURKE: In your evidence that you've just given you referred to the group of you at St Leonards as a meeting. Is that correct?---Yeah, it was an informal coffee chat, yeah.

In your statement that you made in relation to this matter you referred to it as an informal interview didn't you?---I think is just an informal chat, that's all, as far as I am concerned.

20 Do you have a copy of your statement with you, the statement dated 20 May, the three page statement? And if you can see paragraph 6 in that statement?---Yeah.

And you'd agree that you called it an informal interview?---Yeah, informal interview or informal coffee chat. To me it's just, is informal.

Is informal but you certainly were discussing the possibility that you could be employed on a project at the Department of Education and Training?  
---Yes, I would say that, yeah.

30

And you knew Henry Lo through your work at Leighton Contractors?  
---Yes.

And through that work would Mr Lo have been familiar with the skills that you had?---I think so.

Mr Lo would have known what you were capable of doing in the IT area?  
---I presume so.

40 Were you at that time familiar with, sorry, did you have J2EE experience?  
---I certainly had.

And would it be correct to say that you had strong J2EE experience?---Yes, I'm an architect so, yeah.

That's a correct statement isn't it?---Yes.

And isn't the situation that you and Mr Jenson were not interested in the job because it wasn't enough pay for your qualifications?---Yeah. The first thing is the role and then, yeah, the second thing is the, is the pay.

And you personally felt the role was beneath your technical capabilities?  
---Yes.

The work you did was more complicated than the work that they were seeking for that job?---Yes.

10

(not transcribable)

ASSISTANT COMMISSIONER: Yes. Does anyone else wish to ask any questions? Okay. Thank you Mr Yee, you are now excused?---Thank you.

**THE WITNESS EXCUSED**

**[2:33pm]**

20 MS BOURKE: Counsel, was that tendered?

MR FORDHAM: Oh, it should have been, I'm sorry. If that statement wasn't tendered I should have tendered it, which would make it Exhibit 8.

ASSISTANT COMMISSIONER: Exhibit 9.

MR FORDHAM: 9.

30 ASSISTANT COMMISSIONER: The statement of Richard Yee dated 20 May, '11 will be Exhibit 9.

**#EXHIBIT 9 - STATEMENT OF RICHARD YEE DATED 20 MAY 2011**

MR FORDHAM: Thanks, Commissioner. I call Mr Clark.

40 ASSISTANT COMMISSIONER: You are Mr Dallas Clark.

MR CLARK: Yes, I am.

ASSISTANT COMMISSIONER: Are you legally represented Mr Clark?

MR CLARK: No.

ASSISTANT COMMISSIONER: Mr Clark, you've been called to give evidence and you are required to answer all of the questions asked of you.

You may seek a declaration under our Act, the affect of which is nothing you say here can be used against you in any future proceeding. Do you wish to seek a declaration in those terms?

MR CLARK: I do.

10 ASSISTANT COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

20 **PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED**

30 ASSISTANT COMMISSIONER: Mr Clark, the affect of the order I've just made as I said is that nothing you say here can be used against you in any future proceedings. The exception is if it's found you've breached our Act by providing false information or in some other way, in which case the evidence could be used to base a prosecution. Do you understand the affect of that?

MR CLARK: I do.

ASSISTANT COMMISSIONER: Yes. Now you're required to take an oath on the Bible or make an affirmation?

MR CLARK: I'll take the affirmation.

40 ASSISTANT COMMISSIONER: Could the witness be affirmed, please.

ASSISTANT COMMISSIONER: Yes, Mr Fordham.

MR FORDHAM: Sir, what is your full name?---My name is Dallas Matthew Clark.

Your occupation?---I'm currently an IT contractor.

10

And for how long have you been an IT contractor?---I've been in the IT field for well over ten years now.

Is there a particular part of the IT field that you work in?---I generally specialise in web development.

And is that also known as web design or are they two different things? ---Well there's a graphic element and there's a technical element. I would normally stick the technical. They'd be a graphical person I normally work with.

20

All right. Now could I just show you a document, is that a five page statement prepared by you on 17 May, 2011?---Yes.

And does your signature appear on the bottom left of each page?---Yes.

I tender that document.

30

ASSISTANT COMMISSIONER: Yes, the statement of Dallas Clark dated 17 May, 2011 will be Exhibit 10.

**#EXHIBIT 10 - STATEMENT OF MR DALLAS CLARKE DATED 17 MAY 2011**

MR FORDHAM: During 2008 what was your main source of income? ---Oh, it would have been probably IT contract, I guess.

40

At any stage during 2008 you were on NewStart allowance?---Yes.

And that's a government allowance?---Yes.

A form of social security?---Yes.

And when you were receiving that allowance I take it you weren't earning any contract (not transcribable) from anyone else?---While I was earning, they suspended the allowance, if that makes sense.

Yes?---So because it's a contractor role and not a permanent role, I would remain actually technically on the NewStart allowance but not receiving payments.

For the purpose of giving your statement did you access your 2008 diaries?  
---Yes.

10 And is it the case that in August of 2008 you attended an interview in relation to an IT position?---There would have been several IT positions interviewed during that time.

All right. At some point did you ever attend Bridge Consulting?---Yes.

And what was the position that you were interviewing for? Do you remember?---I believe it was for a website regarding TAFE, New South Wales. That's from the best of my recollection. I didn't actually - - -

20 At some point from January 2009 did you do some contracting work for Ogawie?---Yes.

And when you performed that work who employed you?---David Johnson.

And were you paid by Ogawie?---I was paid, well Ogawie would have been the client, I was paid through a (not transcribable) company called Progressive People. They're the ones who would have been the, technically the employer on my tax return.

30 And when you did the work as a result of that contract where did you do it?  
---On the premises at Help Street.

Whose premises?---Technically that was a serviced office, so they're rented premises for Ogawie, but technically owned by somebody else.

And when you were working there did you work with anyone in particular?  
---I worked with several people.

40 Do you remember a man by the name of Ambrose?---Yes, Greg Ambrose, yes.

Where was he when you worked or met him?---He was, as in - - -

Where was he when you met him?---I think he was in the boardroom.

Of what?---Of the serviced office. They had a rented corner space.

And when you say the serviced office do you mean the one you referred to a moment ago at Help Street in Chatswood?---Yes.

And for how long did you work for Ogawie?---I worked several periods of employment, I think for about 18 months.

And was that on and from January of 2009?---Yeah. I think the initial contract of employment was from 2009, January.

Do you remember something called an assessment item database?---Yes.

10 And what exposure did you have to that when you were working at  
Ogawie?---I hadn't an understanding of what it was, so as a concept it was  
the theory, because it was never actually a reality, was to create a system  
where teachers over a broad area such as the entire Australian continent  
could basically all write individual assessment items such as questions and  
answers and detail those assessment items basically pointing out, you know,  
if a particular person got a particular answer wrong and it would've been for  
this particular reason. They would've filtered into a large database then  
could be accessible by, let's say, teachers, primary school teachers  
throughout Sydney or Australia and they could just select a sample of  
20 questions, pre-prepared questions and they could get a – those same  
questions to the teachers, to their students.

Who did you understand was building that framework?---I understand that it  
was a concept, that it was an idea.

Whose concept and whose idea?---I was not sure whose concept or whose  
idea it was, I was, David Johnson expressed to me this concept and idea.

30 And who was working on it that you observed at the Ogawie offices?---As I  
tried to explain it was, it was a concept, it was never actually a reality and as  
such what we did is we mocked up several designs of what it could  
potentially be like, if I remember correctly, so it was, yes, it was a  
prototype, it was not - - -

Right. You make reference in your statement to NAPLAN test data and you  
being asked to install it on a framework. Can you explain that please?  
---Well, basically there are – in this particular one I believe it was, it was a  
system provided by Greg Ambrose where it would basically install the  
questions, just the questions and the particular answers and it would  
40 basically allow people to sit a test online, if that makes sense.

And aside from that did you perform other tasks for Ogawie for various  
clients?---Sorry, various clients?

Mmm?---Well, yes, there was an initial period where I think that initial  
project with Greg Ambrose before the relationship between DET and David  
broke down and that was about a month or so into, or a few weeks into that  
in January 2009. Once that had broken down then David turned his

attentions to other things, one was a website called Chase United which I think he also soccer player for so I helped develop that site. And also I helped develop his own Ogawie website. We also changed the branding and so on.

10 All right. Now, your first period of employment ended, did you then have a second period of doing some work at Ogawie?---Yes. So once those two websites were complete and up and running I had, I moved on. Then David I think developed, he needed, he basically wanted to bring some sort of like advertising or some sort of presence in the marketplace. He then come up with an idea of allowing people to sit the NAPLAN test online to get an idea of what the tests were and to have them marked (not transcribable).

From 11 May, 2009 did you perform some work for Ogawie?---I'd have to check the dates but, yes.

20 In any event there was a second period of work, and during that time you asked to build another website?---Yes, this is the NAPLAN online website and a forum.

During your period at Ogawie did you ever meet a man called Sunil Kempegowda?---Yes.

Where was that?---I believe in the very initial week, I was brought on to basically get an idea of basically what the projects were. Sunil was to train me on a program, I believe it was the SMART project.

30 Is there something, an application called AUSSAT Online? AUSSAT Online was a product that we developed after NAPLAN Online, so it was during the third period of employment.

40 And what was it?---Well, we noticed that with NAPLAN Online that there was teachers in schools who were basically registering their entire class. This was, we meant to, NAPLAN Online was meant to be an individual service for free but we started noticing that teachers were actually using it to teach the whole class and basically we noticed then that they wanted to have feedback, like what their student's marks were and this was basically pushing NAPLAN Online well beyond what it is designed to do. So this gave us the idea of building a commercial product which allowed teachers to register an entire class online and it allows them to sit the test and then to get feedback from those tests. Does that make sense?

Yes. Now, I want to take you back a step where I asked you about meeting Mr Kempegowda?---Ah hmm.

And you said something about SMART, could you just explain to me what it was that Mr Kempegowda showed you?---He showed me an application which was given to school teachers throughout New South Wales. The

application allowed some data being returned from, I think, I'm not quite sure who, who actually did it but the NAPLAN data was comprised of the marks and then a set of that data was sent to a particular school in which they were then able to see their student's data on them.

Did you ever attend the offices of the Department of Education and Training for the purposes of being interviewed for a position with the – working at the Department of Education and Training?---No, not that I recall.

- 10 Were you ever interviewed by Mr Kempagowda in relation to a position working at the Department of Education and Training?---The meeting with Sunil was not, in my view, a job application considering he was only in the first week that I started working with Ogawie.

In particular were you ever interviewed in September of – sorry, August of 2008 in relation to the position at the DET?---Well, as I said I believed it was New South Wales, a TAFE site. I had no, I did not connect that to DET.

- 20 And again, being very particular about it were you interviewed by Mr Kempagowda during August of 2008 in relation to a DET position?---I was interviewed by a member of Bridge Consulting who has no connection, there was no, I had not met any of these people at that stage.

And do I understand your evidence that the first time you attended Ogawie's offices and met any of the people you've referred to being Mr Kempagowda, Mr Johnson and the like was after January of 2009?---Yes. January 2009.

- 30 I have nothing further, thank you.

MS BOURKE: Mr Clark, you referred to a falling out between Mr Ambrose and David Johnson?---I believe in, I thought it was a falling out between DET and Mr Johnson and because Ambrose and other members were connected with DET that was part of that falling out.

Right. Were you aware that David Johnson threatened to sack you, were you aware of that?---David Johnson?

- 40 Sorry, sorry, Greg Ambrose, I'm sorry?---Greg Ambrose, yes, he did basically say that he was closer to David than I and he would believe, David would believe him more than he would believe I.

And Mr Johnson basically took your side in that argument?---Well, I believe so, yes.

And were you aware that Mr Ambrose was extremely angry about that?

---Well, Mr Ambrose, there was a situation I remember one morning when Mr Ambrose came to the office, he then said he forgot his cord for his computer and then he left the office to go home to get his cord for the computer. I mean, that was a bit bizarre because he sells PCs there, there was no reason for him to return home. I found the situation was (not transcribable) tendencies or signs that people are not cooperating in the workplace.

10 Were you aware that Mr Johnson preferred the work that you were preparing over the work of Mr Ambrose?---Yes, I mean, this is - - -

MR FORDHAM: Excuse me for a moment. I'm not entirely sure what this is relevant to for the purpose of this inquiry.

ASSISTANT COMMISSIONER: Yes, Ms Bourke, what is the relevance of this?

20 MS BOURKE: Well, it's relevant to matters which Mr Ambrose may have when he comes to give his evidence.

ASSISTANT COMMISSIONER: In respect of a falling out with Mr Johnson?

MS BOURKE: Yes.

ASSISTANT COMMISSIONER: Well, I can understand that part of it but we seem to be going into now issues about whose work was preferred.

30 MS BOURKE: I'm happy not to take it any further, Commissioner.

ASSISTANT COMMISSIONER: Yes. Thank you.

MS BOURKE: And those are my questions.

ASSISTANT COMMISSIONER: Thank you, Ms Bourke. Yes, Mr Purdy.

40 MR PURDY: Thank you, Commissioner. Mr Clark, I represent the Department of Education. You said a moment ago to Ms Bourke that you believe Mr Ambrose was connected with DET, by which you mean the Department, I take it?---Well I understood, I think he was sending emails from his own personal company. But I believe that he had sold software to DET and he was in the company related with that particular software. Does that make sense?

That makes sense. But you can't provide any more detail to your understanding than that?---Of the relationship?

Yes?---Well as I said, I was aware that he was working through his own company and he wasn't an employee of Ogawie. I thought it was some sort of joint venture or partnership with David and, which was, created that software which was sold to DET, was my understanding.

Can I just take you now to paragraph 13 of your statement in which you discuss the SMART application and the AUSSAT Online, you say there that the SMART application was not an online application?---Yeah, that's correct. That's right.

10

And that AUSSAT Online was as the name would suggest an online application?---Yes.

And you conclude saying that you could see significant, you were aware of a significant overlap between AUSSAT Online and SMART?---Yes.

20 Would it be fair to describe it as simply SMART online?---No. To understand the entire process of what the NAPLAN test data is and what AUSSAT Online did, I think we will need to understand that there was initially a question, a test that students sit. So they will sit in class, they will actually fill in the questions. That will then go to a third party to then get marked. That'll go through scans that will automatically mark them. Then it would come back via the SMART application to the teacher so that there's three distinct phases which SMART was only one phase of it. And NAPLAN or AUSSAT Online, sorry, produced all three stages. So the students who are sitting the test online, it was getting marked automatically online and then the feedback from those, those marks would have been returned to the teacher online. Does that make sense?

30 Yes, thank you. I have no further questions.

40 ASSISTANT COMMISSIONER: When you say if it had a commercial application, I take it the idea was that people would, teachers or whomever would be willing to pay for a service?---That's correct. That's correct. So they basically, because teachers were wanting to basically get feedback on the test to find out where their students were failing, like say this particular question they were doing bad (not transcribable) sort of the, where they were trying to get from NAPLAN, NAPLAN online. But because it wasn't really designed for that and we saw that they had money in private schools that we could build a system that could provide that service and will pay for it. And in fact that's exactly what happened. And I think the product itself, the AUSSAT Online produced over \$100,000 in payments from schools for that purpose.

So it did actually eventuate the AUSSAT Online?---Yes. So it became a (not transcribable) commercial product.

All right. So it was actually in competition as it were with the SMART service?---Very much so, very much. And because it was all online there was no physical paper being, needed to be marked. It was a far cheaper method of achieving those results than the current process of everything having to go - - -

All right. Thank you for that. If there's nothing else you are excused Mr Clark. Thank you for your attendance.

10

**THE WITNESS EXCUSED**

**[2:54pm]**

MR FORDHAM: I call Mr Cannon.

ASSISTANT COMMISSIONER: You're Mr Cannon?

MR CANNON: I am.

20 ASSISTANT COMMISSIONER: Are you legally represented Mr Cannon?

MR CANNON: No, I'm not.

ASSISTANT COMMISSIONER: Just take a seat. Mr Cannon, you've been called to give evidence. You are obliged to answer all the questions asked of you. You can seek an order that nothing you say here can be used against you in future proceedings. Do you understand the affect of such an order?

MR CANNON: I do.

30

ASSISTANT COMMISSIONER: And do you wish to seek such an order?

MR CANNON: Yes, please.

40

ASSISTANT COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence at this public inquiry are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

**PURSUANT TO SECTION 38 OF THE INDEPENDENT  
COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT  
ALL ANSWERS GIVEN BY THIS WITNESS AND ALL  
DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE  
COURSE OF HIS EVIDENCE AT THIS PUBLIC INQUIRY ARE TO**

**BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON  
OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO  
MAKE OBJECTION IN RESPECT OF ANY PARTICULAR  
ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

ASSISTANT COMMISSIONER: The affect of that order is that nothing  
you say can be used except if it's found you've breached the Act by giving  
false evidence or in some other way.

10

MR CANNON: Yep.

ASSISTANT COMMISSIONER: Now you're required to take an oath on  
the Bible or make an affirmation.

MR CANNON: Affirmation.

ASSISTANT COMMISSIONER: Could the witness be affirmed, please.

<LUKE CANNON, affirmed

[2:55pm]

ASSISTANT COMMISSIONER: Yes, Mr Fordham.

MR FORDHAM: What is your name?---My name is Luke David Cannon.

What is your occupation?---I am a, well a recruiter, but I'm a HR consultant at the moment.

10

And where do you currently work?---I work to Catalyst.

I'll just show you a document?---Yep.

Is that a three page statement prepared by you on 18 May, 2011?---Yes.

And you've signed that at the foot of each page on the left hand side?---Yes.

I tender that document.

20

ASSISTANT COMMISSIONER: The statement of Mr Luke Cannon dated 18 May, 2011 will be Exhibit 11.

**#EXHIBIT 11 - STATEMENT OF MR LUKE CANNON DATED 18 MAY 2011**

MR FORDHAM: Now you described yourself as a recruiter?---Yes.

30

Could you briefly explain what are the particular expertise and the areas you recruit for?---At the moment?

Yes?---At the moment it's in the telecommunications field.

Back in 2007, 2008 what was it?---IT.

And who did you work for?---Talent International.

40

And what are Talent International?---They are a recruitment company.

You describe yourself in your statement as being a resourcer. Is that another way of saying a recruiter?---It's one half of a general recruitment role. The resourcer is a junior, junior recruiter who does a lot of the, well all of the delivery part of the role, not so much the client facing.

And as at 2008 did you hold any IT related tertiary qualifications?---No, I did not.

Did you have any training or experience that would have allowed you to fulfil a role as a systems analyst?---No.

From time to time in your role as a HR, I'll withdraw that, as a resourcer, did you attend DET offices at St Leonards in 2008?---Yes, I did.

Did you ever attend to be interviewed for a position contracting at the DET as a systems analyst?---No.

10

Were you ever interviewed in relation to a position as a systems analyst by David Johnson?---No.

Were you ever interviewed for a position as a systems analyst by Sunil Kempegowda?---No.

And had you ever as at 2008 fulfilled a role as an IT contractor in the sense that you produced IT services?---No.

20 Nothing further. Thank you.

ASSISTANT COMMISSIONER: Yes.

MS BOURKE: I have no questions in relation, Commissioner.

ASSISTANT COMMISSIONER: Thank you. All right. This witness may be excused, Mr Fordham? You have nothing else?

30

MR FORDHAM: Thank you. No.

ASSISTANT COMMISSIONER: Thank you very much for your attendance. You are now excused.

**THE WITNESS EXCUSED**

**[2:59pm]**

40 MR FORDHAM: And for the Commissioner's benefit you will see that Mr Cannon was referred to as an enthusiastic and good candidate at page 70 of the tender bundle. I call Sarah Battwraden.

ASSISTANT COMMISSIONER: Yes, you're Ms Sarah Battwraden? Sorry, I can't pronounce your name.

MR FORDHAM: I haven't missed yet, so we've hopefully got this one - - -

ASSISTANT COMMISSIONER: Now you're represented by Ms Hughes, this is your client is she?

MS HUGHES: Yes, Commissioner, and we'll be seeking a declaration.

ASSISTANT COMMISSIONER: Thank you. Please take a seat, Ms Battwraden.

MS BATTWRADEN: Thank you.

10 ASSISTANT COMMISSIONER: Your counsel has indicated you wish to seek a declaration under section 38 of the Act. You understand the effect of that is that nothing you say here can be used against you in future proceedings?

MS BATTWRADEN: Yes.

20 ASSISTANT COMMISSIONER: Except if it's found you've breached our Act by giving false information for example. Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by her during the course of her evidence at this public inquiry are to be regarded as having been given or produced on objection and accordingly there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

30 **PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HER DURING THE COURSE OF HER EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND ACCORDINGLY THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

40 ASSISTANT COMMISSIONER: Now, Ms Battwraden, you're required to take an oath on the bible or make an affirmation, do you have a preference?

MS BATTWRADEN: Affirmation.

ASSISTANT COMMISSIONER: Yes, could the witness be affirmed, please.

ASSISTANT COMMISSIONER: Yes, Mr Fordham.

Could you please tell the Commissioner your full name?---Sarah Clair Battwraden.

And your occupation?---I'm working as a business analyst.

10

Back in 2008 - from September 2007 to 24 December, 2009 where were you working?---I was working for Greythorn.

And who or what is Greythorn?---They're an IT contracting, sorry, IT recruitment company.

And what role did you perform for Greythorn between September 2007 and December 2009?---I was a recruitment consultant.

20

I'll show you a document. Just have a look at that document for me if you wouldn't mind?---Yeah.

Is that a statement prepared by you on 17 August, 2011?---Yes, it is.

And is it some 15 pages and then annexures?---Yeah.

And does your signature appear at the bottom left of each page?---Yes, it does.

30

Now, was there a particular field in which Greythorn specialised in relation to its recruitment?---Yes, IT.

Were there any government clients as part of its portfolio?---Yeah, they worked across both the private and government sector and there was a team within Greythorn which was specifically dedicated to government recruitment.

And which team were you in?---I was in the government division.

40

Did you work for any particular clients in that division?---Yeah, I had a number of, a number of different clients and one of them was the Department of Education.

Now, I just need to understand if I could the recruitment process that would take place. So firstly how is it that Greythorn would become aware that somebody wanted a particular type of contractor?---Usually the, whoever the hiring manager within the government department was would contact Greythorn. If known they would contact the actual account manager for that

client and explain the type of person that they were looking for the role, when they were likely to need somebody to start.

And did Greythorn have a series of potential contractors on its books?---A series of?

Of potential IT consultants on its books?---As in candidates for the role?

10 Yes?---Yes, they would. They would have a, their own database of candidates as well as putting adverts out to, to gain new candidates if needed.

And on receipt of a contact from say a department like the DET was it that Greythorn would do? Would it go to its list of potential contractors, would it advertise or both?---Both. It would depend on how, how many contractors or candidates they had at the time that were suitable for the position.

20 Would all of those potential contractors be put forward or would there be a culling process?---There's a culling process where we'd go through and pull out the, the most suitable candidates until you've got sort of the best contracts, candidates that you could put forward.

From time to time would a government client like the Department of Education put forward a client, sorry, a contractor to you that they had preselected?---Yes, on occasion, yeah.

30 And if that happened was there a separate process or would they go through similar paperwork to the usual?---It varies. The process, usually if, if it's the case that the government department has a specific person in mind for the role they would quite often take over the, the recruitment process and Greythorn would not be party to that part of the process.

When did you first meet Mr Johnson, David Johnson?---I can't remember exactly when I first met him but I know that I put him forward the position.

And when was that?---It would have been around September/October, October/November time 2007.

40 If you could just go through your statement, if you go to the last page, page 15 and then behind that it's a document which is headed Annexure A, Contractor Request Form?---Yeah.

Is that an internal Greythorn document?---Yes, yeah.

And what does that document set out to achieve, what is it?---It's the information that the consultant would enter into the internal system which is then given or is sent electronically to our contracts administrator or

contracts manager who would then use that information to put together the official contract for the contractor to sign.

Now, just in front of you there is a, there's a bundle, yes. Can you just turn that up for a moment. Now, the one, the Contractor Request Form I just showed you which was Annexure A related to Mr Johnson, correct?---Yes, I believe - - -

10 Yeah, right. Now, if you go to that bundle, can you go to page 26 for me. Do you have that?---Yes.

Now is that, is that a Contractor Request Form relating to Sunil Kempegowda?---Yes, it is.

And do you see there's some contact details, care of Mr Johnson?---Yeah.

Now, could you then go to document 44?---Page 44?

20 Yes. Is that a Contractor Request Form for Mr Mohammed Bhuiyan? ---Yes.

And does that list an address at 75 Pentecost Avenue, Pymble?---Yes.

Check if you like but that's the same address as Mr Kempegowda's and Mr Johnson's - - -?---Yeah.

- - - form is it not?---Yes, it is.

30 Okay. Page 58. Is that a, I'll call it a CRF for short, is that a CRF for Mr Rezwan?---Yes.

And again, is it the same address?---Yes.

And I'll let you do the last two together, 75 and 92, could you just quickly look at those. Is the one at 75, the CRF for Dexiong Huang?---Yes.

Again care of that address at Pentecost Avenue, Pymble?---Yes.

40 And 92 relates to Michael Zhang?---Yes.

And that one is care of Mr Johnson at that same address?---Yes.

Each of those forms also makes reference to Ogawie, correct?---Yes.

You were aware, were you not, that Mr Johnson is a Project Manager employed by his own company Ogawie?---Yes.

Now, when you first began discussions with Mr Johnson about his taking a contract at the DET was Mr Johnson provided with a contractor agreement under the name of Greythorn which sets out terms and conditions of business and contractor assignments?---Yes.

And was there – and I'll take you to the document in a moment but I just need to do some preliminaries. Was there some negotiation between you and Mr Johnson about the contents of that document?---Yes, there was.

10 Could you please turn to Annexure F2. Do you have that?---Yes.

Yes. And then behind that two pages on there's a document headed Greythorn Pty Limited, Terms and Conditions of Business for Contractor Assignments?---Yes.

And you see in paragraph 1 there are some lines through some text?---Yes.

20 Who arranged for those lines to be removed?---David had asked for a number of clauses to be removed or amended.

That was a clause that you agreed to amend?---Yes, I believe so.

That relates to the extension of contract terms doesn't it? It's a bit hard to read with the bits that were taken out?---I can't actually read it.

We'll leave that for a moment. Clause 3 has also been removed?---Yes.

30 And you will see in paragraph 25 there are some lines on the second line? ---Yes.

That are also ruled through?---Yes.

That was not the entirety of the clauses that Mr Johnson wanted removed was it?---No.

Clause 7 was a clause that Mr Johnson requested be amended was it not? ---I believe so, yes.

40 If you need to check it have a look at your emails which appear as Annexures B, C and D where there's some discussion about asking Mr Johnson to highlight what it was that he wanted removed?---Yes.

Now, perhaps the most convenient thing is to go to Annexure E. Do you have that document there?---Yes, I do.

And you'll see in the second whole paragraph there's the discussion about what was removed and what was not removed and why?---Yes.

Clause 7 is referenced about halfway through the paragraph?---Yes.

Mr Johnson had wanted clause 7 amended hadn't he?---Yes.

Now, I'm sorry to make you do this but if you can keep the terms and conditions document available to you?---Ah hmm.

It's on the screen too if you need it?---Okay.

10 That clause relates to contractors devoting the whole of their working hours to the task at hand and to conflicts of interest, correct?---Yes, it does.

And Mr Johnson wanted that amended, isn't that right?---Yes, I believe so.

Did he want it removed in total?---Can't actually remember whether it was removed, to be removed or to be amended.

20 In particular though you provided an explanation and I'll read it. "As this request made by the government that any contractors not work elsewhere alongside their government contract, there may be a conflict of interest, we aren't able to omit the clause."?--- Yes.

Can you then go to clause 11?---Yes.

That refers to assignment and subcontracting, does it not?---Yes.

30 And then you entered into your explanation as to what or was not to be done with clause 11, you said, "This basically means that you will be the person carrying out the work on the contract and you won't be getting someone else to do your job which strangely has happened before."?---Yes.

Finally, clause 16 appears to have been in issue. That's an intellectual property clause isn't it?---Yes, it is.

And that effectively reserves the intellectual property to the DET and/or Greythorn?---Yes.

40 As opposed to the contractor such as Ogawie or Mr Johnson. And you gave an explanation and I'll paraphrase it unless anyone complains about it, but it, meaning the intellectual property, is and will remain their property? ---Yes.

Referring back to the DET and/or Greythorn?---Ah hmm.

Now, those were the three clauses that your clients were not prepared to have amended if Mr Johnson was to take the work?---Yes.

And if you look at the document that is annexed to your statement that's the version that was signed?---Yes.

Well, F2 which I took you to a moment ago that's something called a Contractor Agreement Schedule 1 Corporate Contractor, that relates, the one that's annexed there, that relates to Mr Johnson and Owagie. Do you see that?---Yes. Yes.

10 Now, do you see there's a start date and an end date Services and Role, and the word "fee"?---Yes.

What does "fee" relate to?---The fee that's stated on here is the amount that Greythorn would be paying to the named, whether it's the contractor themselves or the nominated company.

Now, could I ask you to keep that document open but to then open up the tender bundle, that white folder, to page 29. Do you have that?---Yes, I do.

20 Now, the word "rate" appears on page 29 as opposed to "fee", do you see that?---Yes, I do.

Now, that refers to a rate to be paid in this document to Ogawie doesn't it? ---Yes, it does.

30 Isn't it the case that it was the normal practice for Greythorn to disclose on the Contractor Agreement Schedule 1 the fee that was being paid to the individual contractor that that contractor would receive?---Yes. As far as I'm aware they actually do refer to the same thing, the fee and the rate, the difference is simply that Greythorn had re-branded and changed their form.

Just have a look at page 26 for me, paragraph 26 of your statement?---Okay. Sorry, paragraph 26?

Yes?---Yes.

Just read that to yourself for a moment and then I'll ask you some questions about it?---Yes.

40 Now you say there that you can't remember the exact wording, but you were asked by Mr Johnson something about the disclosure of the contractors rates?---Yes.

And what were you asked?---That the rate not be disclosed on the contract that they have to sign.

Now that's the rate that's being paid to the individual person doing the work?---Yes. It's usually either the person or the company that they're being paid by all throughout - - -

I'm taking you to page 29. That discloses a rate of \$82.90?---Yes.

Based on your experience in the field at that time what would you expect that the person doing the work would receive as a sum from that 82.90?---It would need to be fairly close to that figure.

20 20 per cent, 10 per cent? Somewhere there?---Given, given the margins, the maximum margins that Greythorn were able to, to take off of any government contractor, I wouldn't have expected it to be, I don't know the percentages, but somewhere around sort of 75 as a minimum.

Now the form I've just taken you to at page 29 relates to Mr Kempegowda?—Yes.

But the contract rate that he was being paid at the time was \$50 per hour plus GST. That's outside the range you would have expected isn't it? ---Absolutely.

20 Now would you kindly go through the bundle to page 47. Do you have that?---Yes, I do.

Now that is a contractor agreement schedule 1 for Mohammed Bhuiyan and the rate disclosed is \$78.30?---Yes.

Mr Bhuiyan, according to his package summary was being paid \$45 an hour plus GST. That again is well outside the range you would have expected. Correct?---Definitely, yes.

30 Would you kindly go to page 74. I think I've missed one. I've actually missed one, I apologise for that. Page 77, I apologise.

Do you have that?---Yes, I do, sorry.

That's again a contractor agreement schedule 1 relating to Mr Dexiong Huang?---Yes.

That discloses a rate of \$82.90?---Yes, it does.

40 Being paid to Ogawie?---Yes.

And if you assume from me that the Freelance package summary discloses that Mr Huang was receiving \$25 per hour plus GST that is a significant departure from what you would have expected for that gentleman. Correct?---Definitely, yes.

And finally can I take you to page 94?---Yes.

That is a contractor agreement schedule 1 relating to Jun Michael Zhang?  
---Yes.

That discloses \$82.90 being paid to Ogawie. Correct?---Yes, it does.

And if you accept from me for the moment that the package summary from Freelance is \$25 an hour plus GST. That is again well and truly outside what you would have expected?---Yes.

10 And I apologise, I skipped one, page 60?---Yes.

Do you see there that there's \$78.30 being paid to Ogawie in relation to Abu Rezwan?---Yes.

And if you accept from me for the moment that the material from Freelance discloses a package summary with a contract rate and paid to him of \$35 per hour plus GST. Does that again fall well and truly outside what you would have expected?---Yes, definitely.

20 Now do I understand that it was their normal practice that the schedule, the contractor agreement schedule 1 would disclose the amount being paid to the individual contractor?---Yes, it would.

And that you were requested by Mr Johnson for that not to occur in this case?---Yes.

30 Did you have to get permission from anyone before acceding to that request?---Yes. I had to, I asked my boss who was also a joint, what called account manager for the Department of Education and she had to then speak to her manager or somebody above her as neither of us were in a position to be able to authorise it.

And at some point was it authorised by somebody?---Yes, it was.

Are you able to say who?---I don't know with certainly who would have said yes.

40 If you'd been aware, just if you assume the sorts of figures I've been giving you are correct?---Ah hmm.

If you'd been aware that that state of affairs was in place would you have done something about it?---Yes.

What would you have done?---I would have questioned it with my manager and she in turn would have questioned it with her manager. Given the, the limitations of margins that are able to be made by a government supplier and a government department, a) they wouldn't be comfortable with that and b) they are a company therefore I don't know that they'd be particularly

happy knowing that somebody that they've hired is making so much more than the company themselves.

All right. Thank you. Yes, I have nothing further. Thank you.

ASSISTANT COMMISSIONER: When you say that it's above the margins that Greythorn could have charged?---Ah hmm.

10 Is that because there was some set limit or just because you wouldn't have got the work if you'd charged higher margins?---No. The, the contract that they were operating under at the time is bound by the contract between Greythorn and Department of Commerce. It clearly sets out the margins that you're allowed to make.

Right. And I presume if you wanted to charge higher margins then Greythorn may not have got the contract?---Yes. Yep.

Yes. Yes, sorry.

20 MR FORDHAM: It's a habit of mine. I tender the statement.

ASSISTANT COMMISSIONER: Yes, the statement of Ms Battwraden dated 17 August will be Exhibit 12.

**#EXHIBIT 12 - STATEMENT OF SARAH BATTWRADEN DATED  
17 AUGUST 2011**

30 ASSISTANT COMMISSIONER: Yes, Mr Bourke, do you wish to ask any questions?

MS BOURKE: Yes. Ms Battwraden, I represent David Johnson in this matter. Could you have a look first of all at the document which is on page 26 of the big bundle of documents?---Yes.

And that shows that the client was the New South Wales Department of Education and Training, the contact person was David Johnson?---Yes.

40 Yes. And you prepared that document, didn't you?---No, not that one. That's actually Claire Donovan as it says on there.

Well, did you, you prepared the contract though with Mr Kempegowda? ---I haven't actually prepared the paperwork because it will, it will pre-populate the name on that.

So the contractor, the person who's been provided to the Department is Sunil Kempegowda?---Yes.

But it quite clearly says the company name is Ogawie Pty Limited?---Yes.

So at all times Greythorn was aware that Mr Johnson, David Johnson was on both sides of that document, on the client's side and on the contractor's side?---The contractor, yes, I guess the contractor from our side of things is that we talk, we talk about the contractor as the person carrying out the work so for us that would have been Sunil.

10 The person who you paid or the body that you paid - - -?---Ah hmm.  
- - - was Ogawie Pty Limited?---Yes.

Right. so then you knew that Ogawie must then have paid Mr Kempegowda?---Yes.

That's correct, isn't it?---Yes.

20 Wasn't it, was the normal procedure that a person who you were said to be providing to a government agency was then employed through another company?---It's quite common, yes.

Right. So it's a common practice that although you are the preferred supplier, that Greythorn's a preferred supplier - - -?---Yes.

- - - that they put someone up, that that person is actually employed by another company?---Yes, it's quite common.

30 Right. So there's another company between you and the person who is the potential contractor with the government?---Yes. Usually that person would have set up their own company, that they would be paid through so it would, yeah, but yet, it's got - - -

But you knew Ogawie Pty Limited was Mr Johnson's company?---Yes.

Yes. So at all times you were aware that his company was the company between Greythorn and the eventual contractor?---Yes.

40 So for each of those documents, so I'll take you to page 44, the same situation, the person who I could call the eventual contractor, the person who, the body who went and did the work for the Department - - -?---Ah hmm.

- - - was Mr Bhuiyan?---Yes.

But your company never paid Mr Bhuiyan, they paid Ogawie - - -?---Ah hmm.

- - - and the company understood that it was up to Ogawie to then pay Mr Bhuiyan?---Yes.

And in this case they did it through an umbrella payroll management company called Freelance?---I wasn't aware of that until today.

10 Okay. But you were aware - I mean, your company was aware that there would be a difference in what you would pay Ogawie Pty Limited and what they would pay the actual person?---I don't, I wouldn't say they were aware but I guess you could presume that that would be the case.

ASSISTANT COMMISSIONER: Well, it wouldn't have been the case in most instances - - -?---No.

- - - that you've spoken about because as you were saying the contractor has just, they have their own company?---Yeah.

20 - - - and they want to get paid through the company but then what they're getting is the same as the company gets in a sense?---Yes.

And that would have been most cases, would it?---Yes, I would say 99 per cent of the cases that would be the case.

So it's unusual to have another company interpose?---It's, it's just unusual because the person who - to have a number of people, unrelated people, working within or the same, being paid by the same company as opposed to each setting up their own individual company.

30 Yes, yes, Ms Bourke.

MS BOURKE: But you were aware that it was the same company for these five people?---Yes.

40 That it was Ogawie Pty Limited. Did you personally ever disclose to your client, that is the government department, that you were aware that there was another party between your company and the eventual contractor?---I believe it's on, it's actually on the contract between the Department of Education and Greythorn, on I think it's the Official Order is the name of the contract, that stipulates whether they are a pty limited contractor or a PAYG employee I think is the wording.

So I'll just go through the rest of those documents, the Contractor Request Form, similarly with the one at page 75 for Mr Dexiong Wang and the one at page 92 for Mr Jun Zhang, 75 and 92?---Sorry, what am I looking for?

Sorry, number 75 is your, is your company's Contractor Request Form?  
---Yes.

And as is 92, sorry, I'll just do 75, sorry. That's for Mr Dexiong Huang?  
---Yes.

And again it's quite clear there's Ogawie and Ogawie is listed as the  
company name as the contractor?---Yes.

And then the eventual, what I call the eventual contractor is Dexiong  
Huang?---Ah hmm.

10 Now if you'd have a look at page 92 Ogawie is listed care of David Johnson  
on the contractor side and Mr Johnson also appears on the client side, is that  
right?---Sorry, this isn't, sorry, for Jun Zhang?

Yes?---Yes.

Jun Michael Zhang?---Yeah.

But the company name is Ogawie?---Yes.

20 And there's David Johnson care of David Johnson, there's his name - - -?  
---Ah hmm.

- - - and his name is on the client part of that document, David Johnson is  
the contact person with the Department?---Yes.

Would you look at page 29 of the bundle of documents?---Yes.

Now, that is a contract between, the corporate contractor is Ogawie and the  
client is the Department of Education and Training?---Yes.

30 Now, you said in your evidence that the rate where it's just left out, it says  
per hour, that it was unusual to leave that out and am I correct in  
summarising your evidence that you cleared that with a person who was  
senior to you?---Yes.

And she cleared that with a person senior to her?---Yes.

And that person was Manny Minati wasn't it?---No. Manny Minati wasn't  
senior to, to Cheryl Harvey.

40 Well, I suggest to you that the person who cleared that it was in order to  
have the contract done in this manner was Mr Manny Minati?---I was not  
aware if that was the case and I can't imagine that that would be the case  
given that Cheryl is my, was my superior at the time and for her to have it  
cleared she would have had to have spoken to somebody who has  
authorisation to change a contract and Manny wouldn't have had, I can't  
speak for him but I can't imagine that he would have had, would have been  
able to make that call.

When you we're negotiating the terms with my client, with Mr Johnson - -  
-?---Yes.

- - - did you get to a situation where the negotiations stalled?---In what way?

10 Because, because Greythorn and my client couldn't come to an agreement  
as to the exact terms of his contractual arrangements with Greythorn?----I  
wouldn't say they stalled, I think it was, as I remember it was quite a  
lengthy process.

Sorry, you weren't aware that it had stalled?---No, I know it was a lengthy  
process but I don't, I don't remember that it stalled.

Well, I suggest to you that Mr Minati was part of the negotiations of my  
client, between my client and Greythorn as to the details of his contract?

20 MR FORDHAM: Well, I think it has been put to this witness was she  
aware, was she part of any conversations or email correspondence or  
something similar.

ASSISTANT COMMISSIONER: Yes. I mean, do you have any  
knowledge of Mr Minati's involvement in any negotiations?---Not that I'm  
aware of, no. Not that I can recall. From the information that I've seen to  
try and refresh my memory to put my statement together he's not mentioned  
and I don't recall him being involved in any of the negotiations.

30 MS BOURKE: Would you have a look again at the document at page 92 of  
the big bundle?---Yes.

In that document the consultant, that is, the consultant from Greythorn is  
Manny Minati?---Yes.

Were you involved in putting together that Contract Request Form?---No.  
Not that I'm aware of.

40 ASSISTANT COMMISSIONER: What was Mr Minati's role, do you  
know?---He had, I think at the time, the title of Client Relationship Manager  
so he didn't, he didn't work the client facing role as opposed to the day-to-  
day hiring of, or filling of jobs and that type of thing.

Was he senior to you in that company structure?---He was, he had a role that  
was sort of out on its own in that he was quite senior in terms of I guess his  
length of employment in recruitment as a whole which meant that he didn't  
really report to my manager but at the same time he wasn't more senior than  
her.

Yes. Yes, Ms Bourke.

MS BOURKE: Were you aware – you said, I think, 99 per cent of companies that were listed on your contract were companies where people had formed their own company, it was a contractor's company not an intervening company?---No, no, there wasn't 99 per cent of that.

Sorry, it was 99 per cent was in that situation?---99 per cent of contractors who have a company that they're paid by rather than being a PAYG contractor would be the person that has set up that company.

10

They've set up their own company?---Yes. Yes.

And they are employed through a company that they've set up?---Yes.

But there were other companies other than Ogawie Pty Limited that had contracts for a number of, if I may call them, subcontractors?

20

MS BOURKE: I object to that unless there's going to be a specific put. I mean, my friend can't just put a blanket assertion, she would have to put some names.

ASSISTANT COMMISSIONER: Yes. Well, I mean, I guess she's entitled to challenge this witness's recollection that most of them weren't in that category but, I mean, unless you can put something specific - - -

30

MS BOURKE: Yes, your Honour, I would ask to be heard. The witness has said with confidence that 99 per cent of the contracts presumably that she dealt with when there was a company listed the company was a company where the eventual contract was employed by that company, it was their own company. But that means there's one per cent and she said that there was some who weren't in that situation so presumably she knows something.

Well, I'm happy for you to put to her a specific company that hired people, or are you just asking her to give an example of the other one per cent, is that what you're asking?

40

MS BOURKE: Your Honour, there's no way I could list a specific company because I don't have access to Greythorn's database.

ASSISTANT COMMISSIONER: I mean, you do understand the question don't you? There were – were there at least some instances, I take it from your evidence there were, where there was a company that was providing a number of contractors who were actually working for that company, it wasn't their company, they are working for the company?---The only other example I can give which I wouldn't give names of is for a totally separate government department where two people worked under one company one

of whom had set up the company but they were friends who happened to work together and so were both paid through the same company.

Well, are you aware of any incidents involving the DET where there was an intervening company, as it were, that provided several employees of that company as contractors?---No, not that I'm aware of.

10 MS BOURKE: Did it ever occur to you to raise with your client, who was the government department, that there was, that the subcontractor, if I can call them that, was going to be paid less than what you were paying the subcontractor's company?

MR FORDHAM: I object to that. That assumes she had knowledge.

ASSISTANT COMMISSIONER: I'm sorry, well, it's been put to her now but I, there's no evidence to suggest this witness knew at the time that they were being paid less or how much less they were being paid.

20 MS BOURKE: I'll go back one step. In some of the documents you have said that – sorry, you have seen that there was part of the document left blank which showed what the company paid to the subcontractor, that was left blank?---What Ogawie paid to - - -

Yes?---Right.

You agree that the documents show what you paid Ogawie but didn't show what Ogawie paid the subcontractor?---Yes. Yes.

30 Did you assume that they would pay less than what you paid Ogawie?---It wasn't really questioned at the time but presumably there would, there would've been an administrative fee as such but by no means was it expected that the gap would be as substantial as it was.

You only know about that gap since you've been involved with giving evidence for this inquiry?---I didn't know, I knew there was a bigger gap than we had expected following the end of David's employment with the Department of Education but I had no knowledge of the figures until the start of this.

40 Whilst you were paying people at Ogawie, while you were paying Ogawie to subcontractors did you ever know what Ogawie was paying them?---No.

Do you, of your own knowledge, know whether Mr Minati still works for Greythorn?---He doesn't. He doesn't, no.

Yes, I've got no further questions.

ASSISTANT COMMISSIONER: Thank you, Ms Bourke. Mr Purdy.

MR PURDY: Yes, thank you, Commissioner. Ms Battwraden, I'm representing the Department of Education. Can I take you first to paragraph 20 of your statement. And you've mentioned there that it's not uncommon for a client within a government department to recommend a candidate for a particular position and that in that instance the interview process is handled by the Department?---Yes.

10 Isn't that in fact the normal state of affairs that Greythorn would recruit candidates that might be suitable for the position, that the interview process itself by which the successful candidate is chosen is undertaken by the Department?---Yes. Normally, normally what would happen is that the, the candidate would have been met, interviewed, sourced by Greythorn and then the government department would then take over and do their own interviewing process with them.

Yes?---Yes.

20 And in this instance, in the instance that you're just talking about in paragraph 20 the only difference is that the government department approaches you with the name of a contractor or individual that they believe to be suitable for the position and Greythorn then puts that individual on Greythorn's books and if the contractor is then found to be suitable for the position the same arrangement takes place as would be the case in the normal state of affairs where the recruiting is done by Greythorn?---Yes, I think.

I'm sorry (not transcribable)?---Yeah, sorry.

30 But in effect what you're saying is that, what I mean by that is that the only difference between the normal situation and the one referred to in paragraph 20 is that Greythorn doesn't do the recruiting?---Yes.

Thank you. Now you've been taken to a number of contractual documents by both Mr Fordham and Ms Bourke, which, and it's been suggested to you that the, the documentation doesn't disclose the amount that was being paid by Ogawie to the various contractors?---Yes.

40 And that that was an unusual state of affairs and one which came about because of a direct approach by Mr Johnson to Greythorn itself?---I don't know whether I'd call it a direct approach, but it was on his, his request that the rate not be disclosed, sorry.

So he approached Greythorn?---Yes.

And said I would like the documentation, the corporate contractor contractor agreement schedule not to show the information which would normally be shown. And at this point I might take you to page 29 of the bundle. That actually shows one of these contractor agreement schedules?---Okay.

The item rate, paragraph a) - - -?---Yes.

- - - under normal circumstances there would be a, a dollar amount there representing an hourly rate?---No, not as far as I'm aware. That basically states that the rate shown in b) is paid on an hourly basis.

Well I'm sorry, I've misunderstood the evidence then. Can you, can you explain to me the, what paragraph a) represents? It simply - - -?

10 ---Paragraph a), so if you go with paragraph b) it shows you the amount.

Yes?---So 82.90 and paragraph a) shows the, I don't know, frequency that you would be paid that. So it's 82.90 per hour.

I see. What I'd now like to ask you is does that not disclose the amount that is being paid to Ogawie Pty Limited?---Yes, it does.

20 Now can you explain to the Commission what this form might look like if the amount actually paid to the individual contractor for his or her work were also shown?---Normally they would be one and the same thing. So the rate this is here is what that person or that persons company would be receiving.

And that's because in the normal situation involving a corporate contractor that, that corporation, the intervening company is that persons own private company?---Yes. Yeah.

30 And you can be confident in that situation that whatever is paid to the company is effectively being paid to the individual contractor for their work?---Yes.

Now there is another situation is there not in which there can be an intervening company between Greythorn and the individual contractor?---I don't, I don't know what you mean, sorry.

Well in the event, in this situation you'd agree that Ogawie Pty Limited was the intervening company between Greythorn and at least five contractors? ---Yes.

40 And Fordham has taken them to you, they're Messrs Bhuiyan, Rezwan and three others that he took you to. Now doesn't that suggest to you that what Ogawie Pty Limited in fact was, was a recruitment company?---No. That isn't how I would have, would have understood it.

If, if a company employs numerous people providing contracting services, is that not one explanation that that company is sourcing the services of these individuals - - -

MS BOURKE: I object to the question, Commissioner.

ASSISTANT COMMISSIONER: Yes.

MS BOURKE: The objection is obtained within the body of the question itself in that it was, isn't it one of the number of explanations, if it is one of the number of explanations that would be a matter with submissions at the end of the hearings, of what some of those explanations might be. To ask a witness what, if it's one of the number of explanations, just seems to be  
10 outside the, outside her ability to give evidence or any proven expertise she has in that field.

ASSISTANT COMMISSIONER: Yes.

MR FORDHAM: Yes, I join with that objection on the same basis. It's a question which is in fact a submission asking this witness to give weight to the submission.

ASSISTANT COMMISSIONER: Yes. And I must say I think that that's  
20 one of a number of options that could result in this sort of set up, but it's only one and I would not think the most obvious one. I would not assume that the company was a recruitment company, so, and I don't think this witness should be asked to comment on that.

MR PURDY: I'll move on then, Commissioner.

ASSISTANT COMMISSIONER: Thank you.

MR PURDY: You are aware that Ogawie was one of a number of preferred suppliers of IT contracting personnel to the Department of Education?  
30 ---Preferred supplier, as in - - -

I'm sorry, I don't mean Ogawie, I said Ogawie, what I meant was Greythorn?---Okay. Yes.

Sorry about that. You're aware that Greythorn was a one of a number of preferred suppliers?---Yeah.

And you were aware in general terms of the, that there was a contract between Greythorn and the State Contract Control Board in which that  
40 arrangement was, was enshrined if I can put it that way?---Yes, I knew that they'd been, they were on the panel of supplies. As to the, I've never seen the contract. I know it's fairly weighty, but I've never seen the contract.

Now were you aware that it contained a, were you aware of any provision of that contract or any obligation on Greythorn (not transcribable) that it not in effect subcontract the recruiting of IT personnel to another recruiting company?---No, I wasn't aware of that.

You weren't aware of that?---No.

If I told you that clause 13 of that agreement was to that affect, that would be news to you?---Yes, I've never seen, I've never seen the contract and I've never signed anything that I know of that relates to that contract.

Now in the normal course of events in which Greythorn recruited personnel for the use of the Department - - -?---Ah hmm.

10 - - - Greythorn had control over the selection of appropriate candidates that it would put forward to the Department of Education. Would I be right in saying that?---As in Greythorn would put forward candidates?

Yes with Ogawie?---Yes.

It had control over those that it, over the selection process of those candidates?---Yes.

20 And so it could make up, it could be satisfied that the candidates are put forward for the Department of Education were suitable candidates?---Yes.

Now if, if that position was subcontracted and what I mean by that is if labour IT contracting personnel were sourced through another agency then it would not have direct control over the selection of those candidates?---No - - -

30 You agree with that?---I agree with it but I don't know that I - the fact that Ogawie is not or I wasn't aware of and I have no knowledge of it being a recruitment company, that and the fact that I had no knowledge of section 13 or clause 13 of subcontracting, that I would, I would never have questioned the, the control of the supply of contractors. Given, yeah, I would never have questioned it so I wasn't aware.

Now, you gave an answer to Ms Bourke I think that the contract between the Department and Greythorn which you describe as the Official Order - - - ?

---Yes.

40 - - - would show that there was an intervening company between Greythorn and the individual contractor?---I believe so.

If you could just turn to page 90 of the bundle. Now, you'd agree with me that's an Official Order?---Yes, it is.

In the terms in which, to which you referred?---Ah hmm.

And that is an Official Order with the specified personnel Jun, sorry, Jun Zhang?---Yes.

Now that shows the contractor as Greythorn immediately above it?---Yes.

Now, if you will recall, Mr Zhang was one of the, the people whose documentation Mr Fordham took, took you to which showed him to have an employee of Ogawie. Now, can you show me anywhere on this Official Order that, that shows the, the role of Ogawie?---It doesn't name Ogawie specifically but I believe, and I haven't seen one of these for years so, but I think the personnel status line, so second from the bottom where it states  
10 "personnel status" and the person is contracted to the contractor.

But is not contractor defined above as Greythorn IT Pty Limited?---Yes, it is.

Now, if I could just take you to page 96.

ASSISTANT COMMISSIONER: Sorry, so that's inaccurate to say the person's contracted to the contractor?---Well, my understanding is that - - -

20 Because the personnel was Jun Zhang who was not contracted to Greythorn, that's right isn't it? Ogawie had the contract?---Yes. I was just going to - - -

Sorry, Mr - did you want to add something?---My, my understanding of that line is that it does vary depending on whether they are PAYG contractor or a pty, what we called a pty contractor.

MR PURDY: That's the personnel status line.

30 MR FORDHAM: Sorry, if I could just raise one issue which is that this is a Department document as I understand it, just so that we're clear about that.

ASSISTANT COMMISSIONER: In an, sorry, what?

MR FORDHAM: The document itself is, as I understand it this is a Department of Education document not a Greythorn document.

THE WITNESS: Yes, that, I, I think it's actually the Department of Commerce's form.  
40

ASSISTANT COMMISSIONER: All right. So you don't - Greythorn may not have seen this or filled it out?---As I'm aware these get produced, Greythorn used to produce these for every contractor and they were sent electronically I believe to - in the Department of Education's case to David Head who would receive each of these for each contractor and by contractor I mean the actual person on site at DET.

Yes. Yes, Mr Purdy.

MR PURDY: Isn't - I'm sorry, just on that, the nature of the Official Order, isn't it an order placed by the Department upon Greythorn for the services of the contractor?---I don't know. I didn't produce these so I'm not entirely sure but my understanding is that one has to be produced per contractor, whether that's done so by the government department or by Greythorn I'm not entirely sure.

10 You have seen these in your capacity as a, as an employee of Greythorn?  
---Yes, I've seen them.

I suggest to you that it is in fact an order placed by the Department to Greythorn for supply of the services of the, the contractor, the specified personnel named?---Okay.

20 If I could take you now to page 96 briefly. That is, you can see the, the equivalent document if I can put it that way for specified personnel - I'm sorry, it's the same document. I withdraw that. Just pardon me a moment, Commissioner. I have no further questions.

ASSISTANT COMMISSIONER: Thank you, Mr Purdy. Yes, if there are no other questions, thank you, you may now be excused?---Thank you.

**THE WITNESS EXCUSED**

**[4.06PM]**

30 MR FORDHAM: I see the time, can I tender a series of DVDs and an index which - just one, okay. One DVD and one index - - -

ASSISTANT COMMISSIONER: Yes.

MR FORDHAM: - - - which is the statements of those people that it is not proposed to call.

ASSISTANT COMMISSIONER: Yes. And does the DVD contain their statements?

40 MR FORDHAM: Yes, it does.

ASSISTANT COMMISSIONER: Yes. Well, this list of witnesses whom it is not proposed to call and the DVD of their statements will be Exhibit 13.

**#EXHIBIT 13 - LIST OF WITNESSES WHO ARE NOT PROPOSED TO BE CALLED AND A DVD CONTAINING COPIES OF THEIR STATEMENTS AND SOME MISCELLANEOUS MATERIAL**

MR FORDHAM: Could I also tender a separate binder headed "Corruption Prevention Material".

ASSISTANT COMMISSIONER: Yes, this folder of corruption prevention material in respect of this matter will be Exhibit 14.

10 **#EXHIBIT 14 - FOLDER OF CP MATERIAL IN RESPECT OF THIS MATTER**

MR FORDHAM: Finally this morning there was some evidence from Mr Bhuiyan about being paid for 32 hours' work. I tender a document headed "Tax Invoice, Freelance to Ogawie" and behind that there's a tax invoice Greythorn to the Administration IT Directorate, New South Wales Department of Education and Training as it then was setting out the relevant dates and in this instance the period dated 16/3/2008 and 32 units. On the back page there's the bill for the Department from Greythorn in the sum of 20 40 units.

ASSISTANT COMMISSIONER: Yes. Well, that tax invoice and related documents will be Exhibit 15.

**#EXHIBIT 15 - TAX INVOICE AND RELATED DOCUMENTS IN RELATION TO MR BHUIYAN**

30 MR FORDHAM: Finally and just for ease of reference if I could draw your attention in the bundle to page 2008 which is a summary produced by investigators at the ICAC setting out the various amounts that were paid and received by entities and the individual contractors.

ASSISTANT COMMISSIONER: I presume you mean page 208?

MR FORDHAM: Yes.

40 ASSISTANT COMMISSIONER: You said 2008.

MR FORDHAM: Oh, it's 10 past 4.00.

ASSISTANT COMMISSIONER: It's horrifying to think we might have that many documents. Yes, all right, that's noted.

MR FORDHAM: Thank you. That's the evidence for today and in fact it's somewhat convenient because my learned friend wished to have some time to consider Mr Ambrose's evidence before she cross-examined him in any

event. I'll be calling him first thing in the morning and then we'll move to some Department witnesses and that should take up the bulk of tomorrow. It's proposed that we call Mr Johnson first thing Wednesday morning - - -

ASSISTANT COMMISSIONER: All right.

MR FORDHAM: - - - and that will conclude the evidence.

10 ASSISTANT COMMISSIONER: And I presume the, the copy of the statements that are not intended to be tendered will be provided to interest parties?

MR FORDHAM: Yes.

ASSISTANT COMMISSIONER: Thank you. We will adjourn at this time till 10.00am tomorrow.

20 **AT 4.09 PM THE MATTER WAS ADJOURNED ACCORDINGLY**  
**[4.09PM]**