

DOCUMENTS FOR TENDER – BRYAN BELLING

Description	Page
Surveillance stills from 1 February 2013 showing Bryan Belling meeting with Ivan Petch at DelilItalia	843-846 and 848-849
Email from Bryan Belling to Ivan Petch dated 11 March 2013 enclosing the Deed of Release signed by Ivan Petch and John Neish on 8 February 2013	782-790
Letter from Bryan Belling to Ivan Petch dated 11 April 2013 enclosing the email from Nick Klein and the report from Nick Klein of Klein & Co dated 5 April 2012 (sic)	792-796
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ICAC

INDEPENDENT COMMISSION AGAINST CORRUPTION

OPERATION:	Cavill E12-1191	ORIGINAL FILE NAME:	Video grab 3-2010-20130212
SUBJECT:	Ivan PETCH	NARRATIVE:	Ivan PETCH and Bryan BELLING seated outside Delitalia Gourmet Foods, 144 Cox's Road, NORTH RYDE.
OPERATIVE:	3/2010		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	HR 12 : 16 MIN ○ AM ○ PM		



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OPERATION:	Op CAVILL E12-1191	ORIGINAL FILE NAME:	VEL_5236.JPG
SUBJECT:	PETCH	NARRATIVE:	Ivan PETCH meeting with Bryan BELLING at Delitalia Gourmet Foods, 144 Cows Road NORTH RYDE.
OPERATIVE:	4/2011		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	12 : 22 AM PM		



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AGAINST CORRUPTION

OPERATION:	Op CAVILL E12-1191	ORIGINAL FILE NAME:	VEL_5282.JPG
SUBJECT:	PETCH	NARRATIVE:	Ivan PETCH talking on iPhone shortly before giving the phone to Bryan BELLING at Delitalia Gourmet Foods, 144 Crows Road NORTH RYDE.
OPERATIVE:	4/2011		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	12 : 39 AM PM		



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OPERATION:	Op CAVILL E12-1191	ORIGINAL FILE NAME:	VEL_5286.JPG
SUBJECT:	PETCH	NARRATIVE:	Bryan BELLING talking on iPhone shortly after taking the phone from Ivan PETCH at Delitalia Gourmet Foods, 144 Coss Road NORTH RYDE.
OPERATIVE:	4/2011		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	12 : 40 AM PM		



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OPERATION:	CAVILL E12-1191	ORIGINAL FILE NAME:	DSC_5595.JPG
SUBJECT:	Ivan PETCH	NARRATIVE:	Bryan BELLING walking on Coxs Road, NORTH RYDE. BELLING carrying white paper folded in half and a computer disc inside a plastic cover.
OPERATIVE:	1/2010		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	12 : 55 C AM P M		



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INDEPENDENT COMMISSION AGAINST CORRUPTION

OPERATION:	Cavill E12/1191	ORIGINAL FILE NAME:	PH1_1790
SUBJECT:	Bryan BELLING	NARRATIVE:	Bryan BELLING walking across Cox's Road, NORTH RYDE with an A4 size notepad and a computer disc in a clear cover.
OPERATIVE:	3/2010		
DATE TAKEN:	Friday, 1 February 2013		
TIME TAKEN:	HR 12 : 54 MIN AM PM		



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Janae Moyle

From: Bryan Belling <Bryan.Belling@middletons.com.au>
Sent: Monday, 11 March 2013 1:43 PM
To: 'ivanp@ryde.nsw.gov.au'
Subject: Deed of Release [MID-Middocs.708165.10058074]
Attachments: (Final) - Deed of Release - John Neish and Ryde Council.pdf

Dear Ivan

Here is the Deed of Release that I discussed with you on Friday for you to sign and send back.

Kind regards



Bryan Belling
Partner
K&L Gates
Level 31, 1 O'Connell Street
Sydney NSW 2000, Australia
Phone: +61 2 9513 2541
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bryan.belling@klgates.com
www.klgates.com

Middletons has merged with K&L Gates

On 1 January 2013, Middletons merged with global law firm K&L Gates.
With 46 offices across 5 continents, our clients now have access to outstanding
commercial legal advice no matter their location - in Australia or around the world.
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K&L GATES

Deed of Release and Separation

Private and Confidential

John Neish

and

Council of City of Ryde
ABN 81 621 292 610

K&L Gates
Sydney office
Ref: JZEN.BBEL.10058253



Deed of Release and Separation

Date This Deed of Release and Separation is made on 8 February 2013.

Parties

1. **John Neish** of in the State of New South Wales
(Mr Neish).
2. **Council of City of Ryde** ABN 81 621 292 610 of 1 Devlin Street, Ryde in the State of New South Wales (**Ryde Council**).

Background

- (A) Mr Neish commenced Employment with Ryde Council on 4 January 2010 as the General Manager of Ryde Council (**Employment**).
- (B) Mr Neish's Employment was subject to a Contract of Employment dated 13 October 2009 (**Contract of Employment**).
- (C) During Mr Neish's employment, Mr Neish alleges that he has made a number of public interest disclosures to the Independent Commission against Corruption (**ICAC**), Division of Local Government and the New South Wales Ombudsman.
- (D) ICAC commenced Supreme Court of New South Wales proceedings 2012/00302411 seeking an injunction to prevent Ryde Council from terminating Mr Neish's employment and contract of employment (**ICAC Supreme Court Proceedings**).
- (E) The ICAC commenced its investigations into Ryde Council numbered E12/1191 and E12/1627 with respect to the alleged public interest disclosures made by Mr Neish (**ICAC Investigations**).
- (F) Ryde Council provided the Supreme Court of New South Wales, on 28 September 2012, an undertaking that "it would not take any action that would terminate the employment of Mr John Neish" in the ICAC Supreme Court Proceedings (**Undertaking**).
- (G) Ryde Council alleges that Mr Neish, on or around 1 February 2013, breached Ryde Council's Code of Conduct (**Allegations**). Mr Neish does not admit the Allegations.
- (H) Mr Neish, on 7 February 2013, communicated his intention to voluntarily resign and terminate his Employment and Contract of Employment to the Mayor of Ryde Council (**Resignation**).
- (I) Mr Neish sought to enter into a written separation agreement with Ryde Council in accordance with clause 10.3.5 and 11.3 of his Contract of Employment.
- (J) The parties have agreed to resolve the Allegations, Employment and Resignation and matters referred to in the Background on the terms set out in this Deed.

Handwritten initials and a small circle at the bottom right of the page.

Operative Provisions

1. Definitions

- (a) **Allegations** means the matters recited in the Background clauses relating to the alleged breach by Mr Neish of Ryde Council's Code of Conduct and all Claims Mr Neish may have under common law or statute arising out of or in the course of the Employment;
- (b) **Additional Beneficiaries** means the current Mayor, the previous Mayor, each of the current Councillors, each of the previous Councillors, managers, officers and other employees of Ryde Council;
- (c) **Claim** means any or all actions, complaints, suits, claims and demands or any legal, administrative, governmental, arbitral or other proceedings or investigations save and except for any rights or claims relating to workers compensation;
- (d) **Contract of Employment** means the contract between Mr Neish and Ryde Council dated 13 October 2009 as recited and includes all contracts, agreements and arrangements whether express or implied which arise out of or in the course of the Employment.
- (e) **Confidential Information** means Confidential Information as defined in the Contract of Employment.
- (f) **Deed** means this document, including Background outlined, Schedule and as executed in counterpart;
- (g) **Employment** means Mr Neish's employment with Ryde Council;
- (h) **ICAC Supreme Court Proceedings** means the Supreme Court Proceedings number 2012/00302411;
- (i) **party/parties** means Mr Neish and Ryde Council jointly and severally; and
- (j) **Termination** means the termination of the Contract of Employment and the termination of the Employment with effect from 28 February 2013.

2. Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (d) the word "person" includes a natural person and any body or entity whether incorporated or not;

- (e) the words "in writing" or "written" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient; and
- (f) money amounts are stated in Australian currency unless otherwise specified.

3. Obligations of Ryde Council

3.1 Upon receipt of a duly executed Deed by Ryde Council from Mr Neish, Ryde Council will:

- (a) accept Mr Neish's resignation;
- (b) allow Mr Neish's Employment to continue until Termination as suggested by Mr Neish; and
- (c) allow Mr Neish to purchase from Ryde Council, the iPhone, iPad and laptop computer assigned to him.

3.2 On Termination, Ryde Council will:

- (a) subject to covenant 3.2(b) pay to Mr Neish his entitlements, otherwise due on termination of employment in accordance with the Contract of Employment and under statute including accumulated but untaken annual leave; and
- (b) subject to Mr Neish's compliance with this Deed, pay Mr Neish a termination payment in accordance with clauses 10.3.5 and 11.3 of the Contract of Employment.

4. Obligations of Mr Neish

4.1 On the execution of this Deed by Mr Neish, Mr Neish will:

- (a) continue to perform his duties as an employee and General Manager of Ryde Council under his Contract of Employment diligently and to the best of his ability until 28 February 2013;
- (b) continue to abide by Ryde Council's Code of Conduct and other policies and procedures until Termination;
- (c) accept a direction from Ryde Council to undertake a period of paid leave, between the period from 8 February 2013 until Termination, and during that period must not visit any premises belonging to Ryde Council, other than at Ryde Council's request;
- (d) facilitate and assist in the transition of his duties as General Manager to such person or persons to whom he may be directed during the balance of the Employment and for a reasonable period following Termination;
- (e) respond to any enquiry of made to him relating to the affairs of Ryde Council and must not unreasonably refuse to assist Ryde Council for a reasonable period following Termination; and
- (f) on request of Ryde Council, prepare a sworn affidavit or voluntarily give sworn testimony of the circumstances of the Resignation and Termination for the ICAC Supreme Court Proceedings or any other

Proceedings in a Court or Tribunal and in particular evidencing that in facilitating the Termination, the Council is not in breach of the Undertaking as disclosed in the Background of this Deed.

4.2 On Termination, Mr Neish will:

- (a) allow Ryde Council to deduct the amount of \$900 (being \$400 for the iPad, \$300 for the laptop computer and \$200 for the iPhone), from any payments made to Mr Neish, as consideration for the purchase from Ryde Council of the iPhone, laptop computer and iPad assigned to him;
- (b) continue to comply with all terms and conditions of the Contract of Employment that survive Termination, including clauses 13 and 14 of the Contract of Employment; and
- (c) return to Ryde Council all other property belonging to Ryde Council, including books, records, software, documents, letters, papers and other materials, in particular any Confidential Information, belonging to Ryde Council (whether electronic or in hard copy).

5. Release and Discharge

5.1 Save and except for Mr Neish's obligations under clauses 6(a), 6(b) and 6(c), Mr Neish releases and forever discharges Ryde Council and any Additional Beneficiaries from any claim which he may have, or but for this Deed would have had, against Ryde Council and any Additional Beneficiaries in respect of, or arising out of, or related to:

- (a) the Allegations;
- (b) the Employment;
- (c) the ICAC Supreme Court Proceedings;
- (d) the ICAC Investigations;
- (e) the Contract of Employment;
- (f) the Resignation; and
- (g) the Undertaking.

5.2 Mr Neish acknowledges that:

- (a) Ryde Council enters into this Deed on behalf of each of its Additional Beneficiaries;
- (b) notwithstanding any rule of law or equity to the contrary, the releases and discharges in clause 5.1 may be relied on or enforced or pleaded by each of the Additional Beneficiaries as a bar to any Claim which may be brought or made by or on Mr Neish's behalf in which respects this Deed operates as a deed poll; and
- (c) each of the Additional Beneficiaries is entitled to enforce the provisions of this Deed by legal proceedings in their own name notwithstanding that any such person may not have executed a copy of this Deed nor received a counterpart of this Deed.

6. Confidentiality

The terms and the existence of this Deed are confidential and a party must not disclose the terms or the existence of this Deed, either directly or indirectly, to any person without the prior written consent of the other party except:

- (a) to provide information to ICAC in its ICAC Investigations;
- (b) to provide information to the Division of Local Government or New South Wales Ombudsman;
- (c) as required by law;
- (d) to their professional advisers for the purpose of obtaining legal, accounting or tax advice;
- (e) for the purposes of enforcing this Deed.

7. Warranties

- 7.1 Mr Neish warrants that the Resignation was voluntary and the Termination was at Mr Neish's request and instigation and not that of Ryde Council or any of the Additional Beneficiaries.
- 7.2 Ryde Council warrants that it and its Additional Beneficiaries have not made any promise, representation or inducement or been party to any conduct material to seek the Resignation or Termination.
- 7.3 Ryde Council warrants that it and its Additional Beneficiaries has not made any promise, representation or inducement or been party to any conduct material to Mr Neish entering into this Deed other than as set out in this Deed.
- 7.4 Each party warrants that:
 - (a) it has entered into this Deed voluntarily;
 - (b) it has had the opportunity to obtain legal advice as to the significance and effect of executing this Deed;
 - (c) it understands the legal significance and effect of executing this Deed;
 - (d) the Background recitals are true; and
 - (e) each party is aware that the other party is relying upon these warranties.

8. Bar to Proceedings

This Deed may be pleaded as a full and complete defence by Ryde Council and any of its Additional Beneficiaries.

9. Non disparagement

The Parties must not:

- (a) do anything which materially damages or is likely to materially damage the reputation of any other Party to this Deed except as required by law;

- (b) make any promise, representation or statement about any other party to this Deed without that Party's prior written consent except as required by law;
- (c) make or publish any adverse, disparaging or other comments that may reasonably be expected to bring, or are intended to have the effect of bringing, any Party to this Deed into disrepute except as required by law; or
- (d) otherwise act in a manner which is or is likely to be materially detrimental to the business of any Party to this Deed except as required by law.

10. Media Communication

- 10.1 The parties agree to release a single joint media release on behalf of Ryde Council and a single internal email notifying Ryde Council employees of the Resignation and Termination. The terms of the joint media release and internal email will be in the form and terms as agreed between the parties.
- 10.2 The parties must otherwise comply with clause 6 of this Deed.

11. General

- (a) This Deed contains the entire understanding of the parties about, and supersedes all previous communications on, or agreements asserted or reached with respect to the matters referred to or contained in this Deed.
- (b) Each party acknowledges that, except as expressly stated in this Deed, it has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to any of the matters referred to or contained in this Deed.
- (c) Each party to this Deed must, and, where relevant, must procure that its directors, employees, servants and agents to, execute and deliver all deeds, documents and instruments and do all acts and things as are necessary to give full effect to all of the agreements, arrangements and transactions contemplated by this Deed.
- (d) Every clause and sub-clause of this Deed will, where the context permits, be severable from every other without invalidating or affecting the remaining provisions this Deed or the validity of that provision in any other jurisdiction.
- (e) A waiver by one party does not prejudice its right in respect of any subsequent breach of this Deed by the other party. A party does not waive its rights under this Deed because it grants an extension or other forbearance to the other party.
- (f) This Deed may consist of a number of counterparts and if so, the counterparts taken together constitute one and the same Deed.
- (g) This Deed can not be amended or varied except in writing signed by the parties.
- (h) A party can not assign or otherwise transfer the benefit of this Deed without the prior written consent of each other party.

12. No adverse construction

This Deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

13. Costs

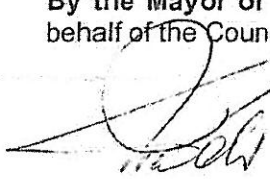
Each party must pay its own legal costs of and incidental to the preparation and completion of this Deed.

14. Governing Law

- (a) This Deed is governed by and must be construed in accordance with the laws in force in the Commonwealth of Australia and the state of New South Wales.
- (b) The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

Executed as a Deed

By the Mayor of Council of City of Ryde on)
behalf of the Council of City of Ryde:)



Signature of Mayor



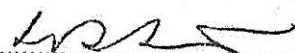
Signature of Witness

Ivan Petch, Mayor

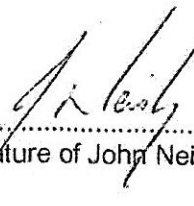
Linda Smith

Name (please print)

Signed, sealed and delivered including as a)
Deed Poll by Mr John Neish of [REDACTED])



Signature of Witness



Signature of John Neish

Linda Smith

Name (please print)



11 April 2013

Our reference
BBEL.10058074

By Email: ivan.petch@bigpond.com

Clr Ivan Petch
Mayor
City of Ryde
1 Devlin Street
RYDE NSW 2112

Dear Mayor Petch

John Neish

Enclosed is an email and formal letter from Nick Klein with respect to his surveillance of the CD provided to you by Council's IT Manager.

I thought it prudent to send this to your person email for reasons which are apparent. My counsel is that I send a copy of the attached letter to Mr Klein and that the matter, in view of the ICAC investigation, be treated as at an end.

Kind regards


Bryan Belling
Partner

Bryan Belling

From: Nick Klein <nick@kleinco.com.au>
Sent: Friday, 5 April 2013 3:35 PM
To: Bryan Belling
Subject: Ryde City Council (privileged & confidential)
Attachments: Letter to Bryan Belling (K409 Ryde Council).pdf

Importance: High

Bryan,

Please find attached a letter describing the findings from my review of the evidence in this matter.

Please feel free to call any time to discuss. I'm available on the mobile any time.

Best regards,

Nick Klein

Klein & Co.
experts in computer forensics.

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5 April 2012

Bryan Belling
Partner
K&L Gates Lawyers
Level 31, 1 O'Connell Street
Sydney NSW 2220

Dear Bryan,

Review of evidence in the matter of John Neish, Ryde City Council

I have reviewed the compact disc (CD) provided to me by Jude Findlay on 7 Feb 2013 that I understand purportedly contains evidence of pornographic material accessed via the computers of Ryde City Council by the former General Manager John Neish. This letter provides a brief summary of my findings.

Findings

The CD contains one Microsoft Word document entitled **zeroaccess_infected.doc** of 37 pages in length. Each page contains what appears to be a single screenshot from a computer. The meaning of the document's file name is not apparent. The document itself has the following metadata:

Author:	Administrator
Company:	City of Ryde
Revision Number:	1
Total Edit Time:	14 mins
Created:	31 Jan 2013 12:15 hours
Last Modified:	31 Jan 2013 12:29 hours

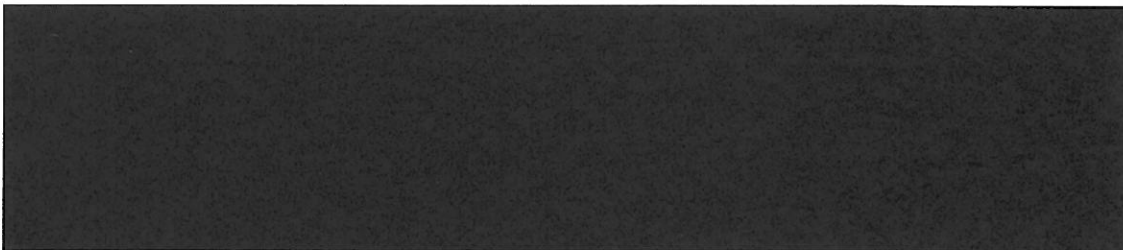
The computer's clock appears in each screenshot and shows times incrementing from 12:14 PM to 12:27 PM. Given the apparent creation and last modification timestamps of the document (as shown above) it appears the author has captured each screenshot and copied directly into the document on the same computer. I also note the screenshots show the Microsoft Word program open, which supports this scenario.

The computer itself appears to run the Windows XP operating system, based on several artefacts visible in the screenshots.

The first screenshot appears to contain the results of a virus scan run on the user profile of the account named **John Neish**. The results appear to indicate that no malicious programs were found. However since the scope of the scan appears to have been limited to this user profile, any malware present outside this user profile may not have been found.

The subsequent 36 screenshots within the document appear to show the contents of the local Internet cache of the user account named **John Neish**. The Internet cache is used by the Internet Explorer web browser for storing elements of web pages that were viewed by the user, including graphics, so that these elements can be quickly displayed on subsequent visits to the same web page, without the need to download these items from the Internet again. However the presence of an element within the Internet cache is not proof that a user viewed that element on screen, for several reasons.

The screenshots show the contents of two Internet cache directories. It is possible that more were present on the computer, but they are not visible on the screenshots. The thumbnail graphics in these two directories are almost entirely pornographic, which in my opinion is unusual. I also note that at least one other web browser was installed on the computer, being Google Chrome, as its icon is visible in the screenshots. No evidence has been provided of the Chrome Internet cache.



Considerations

In my opinion, the evidence is inconclusive in proving that the individual John Neish accessed pornography through Ryde City Council computers and it has several limitations and unusual elements, including the following:

- The evidence is limited to one source of artefacts, being the cache of the Internet Explorer web browser, purportedly from the user account named John Neish.
- No evidence has been presented to establish that the pornographic material was actually download from the Internet on this computer, or (if it was) whether the computer was connected to the Ryde City Council network at the time.
- No metadata has been provided of the Internet cache files, such as their timestamps (created, modified, accessed) and the Internet sites from which they originated.

NSW ICAC EXHIBIT

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Klein & Co.
experts in computer forensics.

Computer forensic services in the matter of
John Neish, Ryde City Council

- No contextual evidence has been presented to establish that the individual John Neish was actually responsible for the alleged accessing of pornography on this computer. Examples of corroborating evidence would include records showing him logging into the computer, artefacts indicating these cached items came from Internet activity, logs from the Ryde City Council network corroborating access to pornographic websites and artefacts linking activity on this computer around the same time to John Neish, such as running other programs, sending emails or editing documents.
- Since a forensically sound process has not been followed, no details have been provided to establish the authenticity or integrity of the evidence. As such, several scenarios could be constructed to demonstrate how the evidence presented could have been manipulated. As mentioned previously, the fact that the Internet activity depicted in the screenshots is almost entirely pornographic is quite unusual.
- There would have been several other sources of evidence on the computer that could corroborate the theory that John Neish accessed pornography on this computer, however none have been provided. Examples include the Internet history (which records every website visited), complete Internet cache, cookies, bookmarks, typed Internet locations and downloads. Nor have any artefacts been provided from the second web browser on the computer, Google Chrome.
- While the antivirus scan did not appear to identify any malicious programs on the computer, its scope was limited to the user profile named John Neish. As such, malicious programs located outside this location may not have been identified.

Given the limitations of this evidence, I recommend that consideration be given to making a forensic image of the relevant computer and also securing any additional sources of evidence that may be required to investigate this incident again in the future, if required.

Please advise if you would like further details on any of these findings.

Kind regards,



Nick Klein
Director



11 April 2013

Our reference
BBEL.10058074

Mr Nick Klein
Klein & Co
Suite 1008
Level 10, 37 Bligh Street
Sydney NSW 2000

Dear Nick

Review of Evidence in the matter of John Neish and the ICAC: Ryde City Council

Thank you for your letter of 5 April 2012.

Following instructions received from each of the Mayor, Councillor Ivan Petch and the Acting General Manager, Ms Dickson, I am able to confirm that all matters including the compact disk reviewed by you have been reported under Section 11 of the *Independent Commission Against Corruption Act* to the ICAC for investigation.



Can you provide us with your invoice for work undertaken by you. In consequence of the reporting of the matters to the ICAC our retainer in this particular matter will end.

Thank you for your attention to the matter and your assistance.

Yours sincerely

Bryan Belling
Partner

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Royal Exchange NSW 1225
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