

This document was created in response to a Freedom of Information request made to CSIRO.

FOI Number: FOI2016/49

Date: 10 October 2016

Request: Documents to assist with investigations into the Company's [Natural Sweetener Co Pty Ltd] business and affairs

Document(s): 1 – 3

For more information, please refer to CSIRO's FOI disclosure log at www.csiro.au/FOILog

DOCUMENT NO. 1

EXEMPT – s7

DOCUMENT NO. 2

EXEMPT – s7

COVER SHEET (CIVIL)**CASE NUMBER: F11709443**

Court Location:

233**WILLIAM ST****MELBOURNE VIC 3000**

Complaint Type:

COMPLAINT

Important Note: In accordance with Chief Magistrate's Practice Direction 5 of 2010, if a party fails to file any certification, the court will adopt the following processes:-

- The court will not prevent the proceeding from being commenced.
- A failure to appropriately certify may result in the court:-
 - Referring any application for a default judgment to a Magistrate for consideration in open court;
 - Requiring the parties to the proceeding to attend court for a directions hearing before a Magistrate.

At any such hearing, the Magistrate may:-

- Order the defaulting party to pay the costs of all other parties;
- If the defaulting party is a plaintiff and the default continues, stay the proceeding until the default is remedied or order that the proceeding be struck out if the default is not remedied by a time stated in the order;
- If the defaulting party is a defendant, order that the defence be struck out if the default is not remedied by a time stated in the order;
- Make any other order of the kind anticipated by s46 of the Civil Procedure Act 2010.

Previous Case Number:

Plaintiff/

Applicant:

COMMONWEALTH SCIENTIFIC AND INDUSTRIAL R

Defendant/

Respondent:

FLUJO HOLDINGS PTY LTD

Date of Filing:

13/5/2015

Plaintiff's/

Applicant's Service Address:

DX: 30533**MILTON GRAHAM LAWYERS PTY LTD****GROUND FLOOR****479 ST KILDA RD****MELBOURNE VIC 3004**

Plaintiff's/

Applicant's Reference:

LV5:180003334

PLEASE ENDORSE THE ABOVE CASE NUMBER ON ALL DOCUMENTS SERVED ON PARTIES OR LODGED WITH THE COURT AND INCLUDE THE HEARING DATE ON ANY CORRESPONDENCE WITH THE COURT.

THE DATE OF FILING MUST ALSO BE ENDORSED ON THE COMPLAINT PRIOR TO SERVICE ON THE DEFENDANT(S).

**MILTON GRAHAM LAWYERS PTY LTD
DX: 30533
GROUND FLOOR
479 ST KILDA RD
MELBOURNE
VIC 3004**

Rule 5.02(1)

FORM 5A

COMPLAINT

IN THE MAGISTRATES' COURT
OF VICTORIA
AT MELBOURNE

Court Number: **F11709443**

BETWEEN COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH
ORGANISATION (ABN: 41687119230)

Plaintiff

OF Ian Wark Laboratory, Bayview Avenue, Clayton VIC 3168

And FLUJO HOLDINGS PTY LTD (ACN 137753587)

Defendant

OF HWT Tower C/- MPR Group Pty Ltd, Level 19, 40 City Road, Southbank VIC
3006

Date of Document:	12 May 2015		
Filed on behalf of:	The Plaintiff		
Australian lawyer name:	MILTON GRAHAM LAWYERS PTY LTD	Code:	105512
Address:	GROUND FLOOR, 479 ST KILDA ROAD	Telephone:	03 9573 5100
	MELBOURNE VIC 3004	Reference:	LV5:180003334

1. The address for service of the plaintiff is—

C/- MILTON GRAHAM LAWYERS PTY LTD
GROUND FLOOR, 479 ST KILDA ROAD MELBOURNE VIC 3004

*2. Name and business address within Victoria of the Australian lawyer for the plaintiff—

Name: MILTON GRAHAM LAWYERS PTY LTD
Address: GROUND FLOOR, 479 ST KILDA ROAD MELBOURNE VIC
3004

*3. The plaintiff sues (or the defendant is sued) in the following representative capacity—
As self

The Plaintiff lodges this claim for monies due

The claim originated in MELBOURNE on or around the 13 May 2013.

Amount of claim: s7

NOTICE TO THE DEFENDANT

If you need an interpreter to help you read this document contact details for most languages are listed at www.magistratescourt.vic.gov.au.

The plaintiff's claim against you is set out in the Statement of Claim.

You **MUST READ** the Statement of Claim.

IF YOU INTEND TO DEFEND this Complaint, YOU MUST GIVE NOTICE OF DEFENCE within 21 days of the day you were served with this Complaint, to—

- (a) the plaintiff (at the address for service of the plaintiff as stated above); and
- (b) the registrar of the Magistrates' Court of Victoria at:
Melbourne 233 WILLIAM STREET MELBOURNE, VIC 3000

NOTICE OF DEFENCE must be given in the proper form (Form 8A, 2 copies of which have been served with this Complaint) and you must read and comply with the notes attached to that document. You may attach additional pages, if needed.

IF YOU PAY the Plaintiff **within 21 days** of service of this Complaint the amount of [REDACTED] and the costs of [REDACTED] to the plaintiff or to the plaintiff's Australian lawyer without giving notice of defence and the plaintiff accepts that payment in full satisfaction of the claim (including any interest and costs), the proceeding ends on that acceptance.

IF YOU DO NOT GIVE NOTICE OF DEFENCE WITHIN 21 DAYS of service of this Complaint and have not paid the claim and the costs, the plaintiff may, **without there being a hearing of this claim by the Court and without giving you any further notice**, apply to the Court for an **ORDER (JUDGMENT) AGAINST YOU** for the amount of the claim and interest and costs **AND** take steps to enforce the order (judgment) and obtain payment.

The Court's registrars do NOT provide legal or financial advice but may provide some information to you about the actions and processes you must undertake in order to defend this claim.

If **before** giving **NOTICE OF DEFENCE**, you wish to get **FREE LEGAL or FINANCIAL ADVICE** you may be able to do so from free legal advice services and free financial counselling services.

Those services are not employed by or under the control of the Court and therefore the Court cannot recommend any of them, but contact details for such services together with some practical assistance can be obtained from the Magistrates' Court of Victoria's website at www.magistratescourt.vic.gov.au.

Your local municipal council may also be able to provide contact details for community services in your area that may be able to assist you.

Payment of Judgment Debt by Instalments

IF YOU DO NOT defend this claim and do not reach agreement with the plaintiff relating to the time for payment after an order (judgment) against you, you may apply to the Court for an order permitting you to pay that order (judgment) by instalments. The Court will consider your application and advise you of the outcome.

The Court's registrars will be able to provide you with information about the process to apply for an order for payment of the judgment debt by instalments.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a Company duly incorporated pursuant to the Corporations Act 2001 (Cth) and is able to sue in its corporate style and nature.
2. The Defendant is and was at all material times a corporation duly registered in accordance with the Corporations Act 2001 (Cth) and is capable of being sued.
3. The Plaintiff and the Defendant entered into a Researcher Placement Agreement on or about 25 May 2011 ("The RPA Agreement").

PARTICULARS

The RPA Agreement is in writing, a copy of which is in the possession of the solicitors for the Plaintiff and may be inspected during ordinary business hours by prior appointment.

4. There were, inter alia, terms of the RPA Agreement, for the following activities:
 - a. Establish the manufacturing process for the production of erythritol, a natural low calorie sweetener present in fruit and fermented foods. There were two phases to the project:
 - (i) Phase 1: Review of current research and patent literature on erythritol production and evaluation of alternative feedstocks; and
 - (ii) Phase 2: Development of a small-scale fermentation process for erythritol production

PARTICULARS

The Plaintiff refers to and repeats paragraph 3 hereof and the particulars sub-joined thereto.

5. The Plaintiff and the Defendant subsequently entered into a Variation Agreement on or about 25 August 2011 ("The Variation Agreement").

PARTICULARS

The Variation Agreement is in writing, a copy of which is in the possession of the solicitors for the Plaintiff and may be inspected during ordinary business hours by prior appointment.

6. There were, inter alia, terms of the Variation Agreement, as follows:
 - a. The Company's Cash Contribution will be made in 3 instalments as follows upon receipt of an invoice:
 - (i) Instalment 1: [REDACTED] plus GST on signing of Variation 1 Agreement (payment for Stage 1 already completed);

- (ii) Instalment 2: [REDACTED] plus GST 8 weeks after execution of Variation 1 Agreement; and
 - (iii) Instalment 3: [REDACTED] plus GST on the Delivery Date if a fermentation process is developed that achieves 45% Erythritol conversion
7. The Plaintiff satisfied its obligations under the Variation Agreement and supplied the Defendant with the results by telephone and in the form of a draft report on 19 October 2012 and a final report on 2 April 2013.
8. In accordance with the Variation Agreement, the Plaintiff rendered a tax invoice to the Defendant on or about 11 April 2013 of which the sum of [REDACTED] remains outstanding ("amount outstanding").

PARTICULARS

A copy of the tax invoice number 6629858 and dated 11 April 2013 is in the possession of the solicitors for the Plaintiff and is available for inspection during ordinary business hours by prior appointment.

9. Despite Demand, the Defendant has refused, neglected and/or failed to pay the amount outstanding to the Plaintiff.
10. As a result of the Defendant's breach of the Variation Agreement, the Plaintiff has suffered loss and damage in the sum of [REDACTED] and the Defendant is indebted to the Plaintiff for this amount.

11. RELIEF/REMEDY SOUGHT:

The Plaintiff Claims:

- A. The sum of \$ [REDACTED]
- B. Interest pursuant to Statute
- C. Costs
- D. Any further or other such orders as the Court deems appropriate.

DATE OF FILING: 13 May 2015

THIS COMPLAINT IS VALID IF IT BEARS THE COURT NUMBER AND THE DATE OF FILING

Dated: 12 May 2015

Milton Graham Lawyers Pty Ltd

Milton Graham Lawyers Pty Ltd
Australian Lawyers for the Plaintiff
Reference number: LV5:180003334

*Delete if not applicable