

Reference ID: PAC03

PAC Letter Reference: S1399 PAC33

Query: The names of all people involved in the in the drafting, signing or implementation of the tripartite commercial agreement between Renault, RTÉ and NK Management. [**Please note:** this request formed part of items 5 & 6 of the Committee's request for further information arising from the meeting of 29 June 2023, and the requested names were not supplied in response].

Response:

On 21 April 2021 NK management email RTÉ Solicitors' office attaching the Tripartite Agreement between Renault, RTÉ and Ryan Tubridy (attached). NK management states that it created the document with some amendments from Renault. The Agreement attached to that email had already been signed by a representative of Renault and dated 15 April 2021. RTÉ had not seen this Agreement prior to that date.

Drafting: NK Management

Signing: Renault and NK Management. Not signed by RTE.

Implementation: Jigsaw event management, RTE Commercial, Jigsaw Entertainment with an Executive Producer assigned by Content Division for editorial guardianship.

We attach the Inter Parties correspondence in relation to the Tripartite Agreement. The internal solicitor/client correspondence for this period on the legal file is protected by solicitor client confidentiality. The Law Society's Guide to Good Professional Conduct for Solicitors set outs the professional duty of solicitors to keep their clients' affairs confidential.

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2021			
1.	2 - 9	21 April 2021	Emails NKM / RTÉ enclosing Tripartite Agreement
2023			
2.	10 - 18	21 April 2023	Emails NKM / RTÉ enclosing signed Tripartite Agreement

PAC03 - Emails NKM / RTE enclosing Tripartite - 21 April
agreement . 2021.

From: [REDACTED]
To: [REDACTED]
Cc: Noel; [REDACTED]
Subject: RE: Ryan Tubridy - Renault
Date: Wednesday 21 April 2021 10:50:57
Attachments: [image001.png](#)
[image002.jpg](#)

Thanks [REDACTED]

I was liaising directly with Renault on it as they say we needed it to get paid.

Thanks,

[REDACTED]

From: [REDACTED] [REDACTED]@rte.ie>

Sent: 21 April 2021 10:45

To: [REDACTED]@nkmanagement.ie>

Cc: Noel <Noel@cmsmarketing.com>; [REDACTED]@rte.ie>

Subject: RE: Ryan Tubridy - Renault

Hi [REDACTED]

I haven't seen this before but I will get instructions and come back to you.

Kind regards,



RTÉ Solicitors' Office

Donnybrook, Dublin 4

[REDACTED]

From: [REDACTED]@nkmanagement.ie>

Sent: Wednesday 21 April 2021 08:48

To: [REDACTED] [REDACTED]@rte.ie>

Cc: Noel <Noel@cmsmarketing.com>

Subject: Ryan Tubridy - Renault

Morning [REDACTED]

I hope you're well!

Renault are putting us under pressure to sign the contract in order to get payment for Year 1 of Ryan's contract, they won't pay until the contract is signed.

Can you please confirm if you are happy with us to sign it? I have attached it here for you to review, Geraldine has advised that we just sign to get paid.

It is a very basic contract that we created with some amendments from Renault.

Kind regards,

[REDACTED]



EMMY AWARD WINNING AGENCY FOR "50 WAYS TO KILL YOUR MAMMY"

[REDACTED]
[REDACTED]

RENAULT IRELAND LIMITED
RTÉ
AND
RYAN TUBRIDY

RENAULT AND RTÉ AND RYAN TUBRIDY AGREEMENT
October 2020 – 31 December 2021

Ryan Tubridy
Renault and RTÉ

1. Parties

1.1 Ryan Tubridy (the "Talent") of c/o NK Management, Unit B2, Calmount Business Park, Ballymount, Dublin 12; and

1.2 Renault Ireland Limited ("Renault") of Unit 3, 1 Block 4 Dundrum Town Centre, Sandyford Road, Dundrum, Co. Dublin; and

1.3 RTÉ ("RTÉ") of Donnybrook, Dublin 4.

2. Capacity

2.1 Renault agrees to engage the Talent from 29th September 2020 – 31st December 2021 for the sole purposes of this agreement.

3. Term of Engagement

3.1 Renault Ireland shall engage The Talent and shall provide the Services outlined in clause 4.1 below on the terms of this agreement with such three dealer events being the Services for the purposes of this agreement.

3.2 This agreement will commence on 29 September 2020 and end on 31 December 2021 after which point no promotion of The Talent's name and image for Renault Ireland will be permitted unless otherwise agreed.

3.3 In the event of a renewal of the agreement, the parties shall endeavour to agree new terms and conditions. Renault Ireland must provide The Talent with three months' notice before the contract is due to terminate as to whether a decision has been made to renew the contract.

3.4 For the avoidance of doubt, there is no agency/principal, employment or partnership formed or operating between any or all of the three parties to this agreement.

4. Requirements or Services

4.1 Three Dealer Events to take place before the end of the Television Broadcast Sponsorship Agreement dated 20 March 2018 between RTÉ, OMD and Renault Ireland and such Dealer Events to take place at:

- Keary's Cork, 8 September 2021;
- Windsor Dublin, 6 October 2021; and
- Location to be confirmed by Renault Ireland, 8 December 2021.

Such dates are approximate and the parties shall agree mutually convenient dates between them to ensure that these events occur on mutually satisfactory terms.

4.2 Event Set Up

- Costs of each event covered by RTÉ as part of this agreement to include:
 - Set Build, Event Management and Catering (finger food and refreshments) for 100 people
- Recreate The Late Late Show setup with minimum 3 guests and including music from up and coming talent from each event location
- Evening Event: 6pm drinks reception. The show will take place from 7.30pm to 9pm, followed by a Q&A, finishing at 9.30pm
- Invitation Only : exclusive event for each dealership

NK Management, Unit B2, Calmount Park, Ballymount, Dublin 12
Tel: 01-427 8400/ Fax: 01-419 7068
www.nkmanagement.ie

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- Audience numbers subject to COVID-19 and other public health/security/safety restrictions.

4.3 Event Duration

- The length of event will be approx. 2 hours.

4.4 Interviews / Panel of Guests

- Host Renault Dealer with [REDACTED]
- Surprise guests from Renault's brand ambassadors. For example, Aslan, Keywest, Ian Dempsey etc.
- NK Management and RTÉ will assist Renault to fulfil guest line up for each event on request.

5 Expenses

Renault Ireland undertakes to reimburse any reasonable costs and expenses that arise in connection with the performance of this project including but not limited to travel and accommodation provided such expenses have been agreed in advance and shall not exceed €500.

6. Approval

The Talent's name, image, biography and/or likeness cannot be used on any material without prior approval and sign off by The Talent and/or NK Management.

7. Reputation of the Talent

7.1 Renault will not do or say anything that will bring The Talent into disrepute.

8. Miscellaneous

8.1 During the Term of this Agreement and thereafter Renault Ireland cannot disclose, to any party, the contents of this agreement or any confidential information obtained in relation to The Talent except to the extent that any such disclosure is: (i) reasonably necessary for the purpose of the performance of obligations or the exercise of rights under the present agreement; (ii) required by the law of any relevant jurisdiction or pursuant to an order of a court of competent jurisdiction or that of a competent regulatory authority; or (iii) required by any regulatory or governmental body, wherever situated, whether or not the requirement for information has the force of law.

8.2 Renault Ireland will provide as much notice as possible to The Talent when scheduling activity. This includes one month's notice when scheduling the dealer events. Renault Ireland will provide a detailed brief, schedule and contacts for The Talent for the dealer events at least five working days before the engagement.

8.3 Any materials created by The Talent on behalf of Renault Ireland will remain The Talent's property and cannot be used after the contract term.

9. Irish Law

This agreement shall be governed by Irish law, whose courts will be the courts of exclusive jurisdiction in respect of any matters arising in connection with this agreement.

10. Territory

Republic of Ireland only.




Once signed by all parties, this agreement will constitute a legally binding document and it is acknowledged that there is valid consideration for the agreement.

I confirm that I have read and understood the terms contained within this agreement and agree to abide by the terms and conditions therein.

Signed:

On behalf of Ryan Tubridy

Date

DocuSigned by


On behalf of Renault Ireland

4/15/2021

Date

On behalf of RTÉ

Date

PAC 03- Emails NKM / RTÉ enclosing signed - 21 April 2023
Tripartite Agreement

[REDACTED]

From: [REDACTED]@nkmanagement.ie>
Sent: Friday 21 April 2023 16:28
To: [REDACTED]
Subject: RE: Ryan Tubridy
Attachments: Ryan_Tubridy_and_Renault_Contract_Final Signed.pdf

Hi [REDACTED]

Please see attached.

Thanks,
[REDACTED]

From: [REDACTED]@rte.ie>
Sent: Wednesday, April 19, 2023 2:41 PM
To: [REDACTED]@nkmanagement.ie>
Subject: RE: Ryan Tubridy

Thanks very much [REDACTED]

Kind regards

[REDACTED]
RTE Solicitors' Office
Montrose, Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]@nkmanagement.ie>
Sent: Wednesday 19 April 2023 14:08
To: [REDACTED]@rte.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

Great to chat yesterday and apologies for the delay in getting back to you.

I will review our records to check whether we have a version of the tripartite agreement signed by all parties.

Meanwhile, the requirement for a third side letter was overtaken by confirmations provided by Dee Forbes on behalf of RTE at a video meeting that occurred on 7 May 2020 attended by Dee Forbes, [REDACTED] Noel Kelly and myself.

It was confirmed at that meeting by Dee Forbes on behalf of RTE that in consideration of the new agreement, RTE guarantees the payments required to be made by Renault under the tripartite agreement and indemnifies Tuttle Productions Limited in relation to these payments for the duration of the contract.

I hope this clarifies matters for you.

Kind regards,

[REDACTED]

From: [REDACTED] <[REDACTED]@rte.ie>
Sent: Wednesday, April 19, 2023 9:39 AM
To: [REDACTED] <[REDACTED]@nkmanagement.ie>
Subject: RE: Ryan Tubridy

Hi [REDACTED]

Just following up on the below.

Thanks very much.

Kind regards

[REDACTED]
RTÉ Solicitors' Office
Montrose, Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED]
Sent: Tuesday 18 April 2023 09:24
To: [REDACTED] <[REDACTED]@nkmanagement.ie>
Subject: FW: Ryan Tubridy

Hi [REDACTED]

Thanks for your call this morning.

Your email below is the one I mentioned and refers to a third side letter which we don't seem to have on file.

We don't seem to have a fully signed copy of the contract with Renault either (part signed copy attached)?

Would you mind sending me signed copies of both if you have them?

Thanks very much.

Kind regards

[REDACTED]
RTÉ Solicitors' Office
Montrose, Donnybrook, Dublin 4
[REDACTED]

From: [REDACTED] <[REDACTED]@nkmanagement.ie>
Sent: Friday 17 April 2020 13:19
To: [REDACTED] <[REDACTED]@rte.ie>; Noel <Noel@cmsmarketing.com>



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RTÉ
AND
RYAN TUBRIDY

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October 2020 – 31 December 2021



Ryan Tubridy
Renault and RTÉ

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www.nkmanagement.ie

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Republic of Ireland only.



Once signed by all parties, this agreement will constitute a legally binding document and it is acknowledged that there is valid consideration for the agreement.

I confirm that I have read and understood the terms contained within this agreement and agree to abide by the terms and conditions therein.

Signed:

DocuSigned by:
[Redacted Signature]
A7C02C598D634C8

21/4/2023

On behalf of Ryan Tubridy

Date

DocuSigned by:
[Redacted Signature]

4/15/2021

On behalf of Renault Ireland

Date

On behalf of RTÉ

Date