

RTÉ e-commissioning

Terms and Conditions:

RTÉ e-commissioning is the online system (“System”) introduced by RTÉ to handle the submission of television programme proposals to RTÉ.

There is a Code of Practice (the “Code”) agreed between RTÉ and Screen Producers Ireland in respect of the treatment by RTÉ of distinctive and original television programme proposals submitted to RTÉ by professional persons or companies not employed by RTÉ who originate and own those proposals – read it [here](#) - and RTÉ confirms that such proposals submitted using this new on-line System will be within the scope of the Code.

Only registered users can use the System and registration is primarily open to independent production companies and individuals or partnerships with previous production related experience. Registration is at RTÉ’s discretion and also on condition that each applicant for registration who is placed on the register (“Applicant”) accepts and complies with the conditions set out below (the “Conditions”). It should be noted that RTÉ may update and amend these Conditions from time to time by posting changes on this page so Applicants are advised to review these Conditions on an ongoing basis and when making submissions.

1. The Applicant will nominate one person (the “Account Administrator”) to maintain and update the Applicant’s information on the System and to create, maintain and update the list of people (“Users”) authorised by the Applicant to submit and track programme proposals submitted by the Applicant through the System.
2. The Applicant will in respect of any programme proposal submitted under that Applicant’s account be the originator of that proposal and the owner of any rights in that proposal or, if not the originator and owner of the proposal, have the legal right to submit the proposal to RTÉ for consideration without such submission breaching any copyright, trademark, right of confidentiality or any other right whatsoever of any other person.
3. The Applicant will ensure that submissions are submitted on the System in time for receipt by RTÉ prior to expiry of any applicable RTÉ commissioning deadlines. Submissions will not be deemed to be received by RTÉ until and unless acknowledgement of receipt is received by the Applicant in the form of an e-mail from RTÉ. RTÉ will not be held responsible or liable for any damage, loss, injury or disappointment of any nature suffered by any Applicant due to a failure to make a submission in time or if any failure of the System results in a submission missing a commissioning deadline.
4. Submissions are made on the following understanding: that RTÉ will handle submissions in a fair and honest manner; that similar or identical programme ideas and proposals can be generated independently by different sources at different times; that RTÉ itself originates, and also receives from different sources, a large number of programme proposals; that RTÉ may already be developing/producing/commissioning programme proposals or ideas which resemble the Applicant’s submission or might do so in the future; that RTÉ’s consideration of a submission does not constitute an acknowledgment by RTÉ that the submission is distinctive or original to the Applicant; that RTÉ’s consideration of a submission does not adversely affect any copyright, trademark or any other right of any nature that RTÉ or any third party may already have or assert in the future based on similar or identical programme ideas and proposals

generated independently; that a similarity between a programme developed/produced/commissioned by RTE and a submission submitted by the Applicant does not in itself mean that RTE has copied the Applicant's submission or handled the Applicant's submission unfairly or dishonestly; that RTE's consideration of a submission does not constitute an acknowledgement by RTE that a duty of confidentiality exists in respect of any non-distinctive or unoriginal elements of the submission or in respect of any elements of the submission that are in the public domain; that RTE may select the best creative material from the best talent whether from external or internal sources in accordance with RTE's commissioning and scheduling priorities which may change from time to time.

5. The Applicant undertakes that only its Account Administrator and its Users will use the Applicant's account, that only submissions authorised by the Applicant will be submitted through the Applicant's account, and that the Applicant's account details and any related passwords will be kept confidential by the Applicant, its Account Administrator and its Users.
6. The Applicant undertakes that the Applicant (including its Account Administrator and its Users) will not misuse the System and without prejudice to any other rights and remedies of RTE, RTE reserves the right to remove any Applicant account and/or submission(s) on the System in the event that RTE decides in RTE's discretion that the account and/or the System is being misused (including without limitation where submission(s) are offensive or defamatory or unlawful).
7. Submissions may be considered by RTE for any RTE services and not just for the RTE service(s) specified by the Applicant in the submission.
8. The RTE commissioning team to which a submission is directed may pass the submission on to another RTE commissioning team if they feel that team is a more appropriate commissioning team to consider the submission. In addition, RTE may for the purpose of evaluating a programme proposal discuss it with RTE personnel in non-television areas such as RTE commercial, interactive and publishing.
9. If RTE rejects a programme proposal then RTE will maintain details of the submission on RTE's live system where it will be archived and maintained in a dormant format for such period as RTE may decide in RTE's discretion. Whilst archived in this form, full details of the submission may only be accessed by RTE senior management and cannot be re-activated in any form without written permission from the Applicant or by re-submission by the Applicant as a new programme proposal.
10. If a programme proposal is not commissioned, RTE is not obliged to return any associated physical materials (including but not limited to tapes, scripts and DVDs) submitted by the Applicant and those materials may at RTE's discretion be archived by RTE's commissioning teams and/or destroyed and/or returned. Accordingly it is the Applicant's responsibility to keep duplicates of any physical materials submitted by the Applicant to RTE.
11. RTE will have no responsibility or liability for any damage, loss, injury or disappointment of any nature suffered by any Applicant as a result of any submission using the System (provided that nothing in these Conditions shall exclude or restrict RTE's liability for any damage, loss, injury resulting from fraud on the part of RTE). Without limitation to the generality of the foregoing, RTE is not responsible for any problems or technical malfunction of the System (including but not limited to problems with or technical malfunction of telephone networks or lines, computer systems or equipment, servers, system providers, software failure or traffic congestion on the

Internet, telephone lines or at any website, viruses or bugs) including any injury or damage to any Applicant's or any other person's computer or mobile telephone through the use of the System.

12. RTÉ may update and amend these Conditions at any time by posting changes online and Applicants are advised to review these Conditions regularly to ensure they are aware of any changes made by RTÉ. An Applicant's continued use of the System after changes are posted by RTÉ means that Applicant agrees to be legally bound by these Conditions as updated and/or amended by RTÉ.
13. RTÉ shall process any personal data submitted on the System in accordance with the requirements of the Data Protection Acts 1998 - 2018. Any personal data submitted on the System will be processed by RTÉ for the purpose of the tracking, administration and consideration of submissions. As part of this administration, personal and company contact details supplied by Applicants may be recorded on to RTÉ's internal production company database to ensure that RTÉ's contact records are accurate and up to date. Please see ***RTÉ Privacy Policy*** for further details [CLICK HERE](#). For information on your Data Subject Rights, please refer to the ***RTÉ Data Protection Individual Rights Guide*** [CLICK HERE](#).
14. RTÉ is subject to the Freedom of Information Acts and it is acknowledged by the Applicant that situations may arise where RTÉ may be legally obliged to disclose information provided in submissions in response to requests under such legislation. Should any such situation arise RTÉ wherever reasonably possible will consult with the relevant Applicant in advance of the disclosure of any such information.
15. If an Applicant has any complaint about an issue related to RTÉ's handling of a submission the Applicant agrees that prior to pursuing any other action or remedy the Applicant will notify RTÉ in writing of the complaint and then the Applicant and RTÉ will attempt to resolve the complaint as follows: first, through exchange of documentation and discussion and, if that does not resolve the complaint, the Applicant will either directly, or (when appropriate), through the relevant executive or official of the Applicant's trade association, contact an appropriately senior RTÉ person or persons nominated by RTE and meet to attempt to resolve the complaint.
16. The Conditions shall be governed by and interpreted in accordance with the laws of Ireland and the Applicant submits to the jurisdiction of the Irish courts.