



**Dublin International Arena Limited**

Registered Office :  
Earlsfort Centre, Earlsfort Terrace  
Dublin 2, Ireland

9<sup>th</sup> February, 2012

Mr John McGuinness  
Chairman  
Public Account's Committee,  
Leinster House  
Dublin 2

[John.mcguinness@oireacthas.ie](mailto:John.mcguinness@oireacthas.ie)

**Re: Settlement Case DIAL -v- CSID**  
**Damages for the Wrongful Procurement of the National Aquatic Centre (NAC)**  
**Developer**

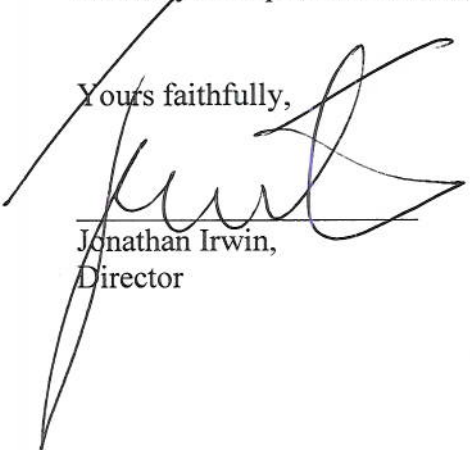
Dear Mr McGuinness,

I attach a letter dated 14 November 2011, agreeing to the release of the 'confidentiality agreement' in the DIAL/CSID agreement regarding the sums paid by CSID to DIAL in settlement of their case against CSID for the wrongful procurement and selection of the developer for the NAC in 2000.

DIAL are happy to relinquish their element of the confidentiality on the grounds of public interest, and the PAC should request CSID and their shareholders to do likewise. This agreement will show the PAC the details of all sums CSID paid to DIAL in damages for settlement of this case in 2009.

Should you require further information, please let me know.

Yours faithfully,

  
Jonathan Irwin,  
Director



## **Dublin International Arena Limited**

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14 November 2011

Public Accounts Committee  
Houses of the Oireachtas  
Leinster House  
Dublin 2

Attn: John McGuinness TD, Chairman

**Re: Campus and Stadium Ireland Development Limited**

Dear Chairman McGuinness,

We understand that the Public Accounts Committee ("PAC") is enquiring into the administration of the affairs of Campus and Stadium Ireland Development Limited ("CSID") as it relates to, in part, the public tender competition for the award of a contract to design, build, finance and, for a period of 30 years, operate and maintain the National Aquatic Centre of Ireland (the "DBFOM Contract").

As you know, Dublin International Arena Limited ("DIAL") was one of the three finalist tendering parties which submitted Detailed Proposals for the award of the DBFOM Contract on Friday, 15 December 2000.

As you also know, DIAL was the unsuccessful under-bidder for the award of the noted contract. DIAL felt aggrieved over the way in which the tender process had been conducted. Accordingly, DIAL instituted judicial review proceedings before the High Court on 7 May 2002.

In November 2009, DIAL entered into a Settlement Agreement of its dispute with CSID and the Irish State as expressed by the noted Judicial Review proceedings (wherein DIAL sought compensation for its losses incurred as a result of the apparently unlawfully conducted tender process). The Settlement Agreement between DIAL, CSID and the State contained a covenant of confidentiality. DIAL has honoured that covenant since the execution of the Settlement Agreement.

DIAL has been asked to waive its right to enforce such covenant of confidentiality in order to assist PAC in its attempts to make full enquiry into, *inter alia*, the contents of the said Settlement Agreement.

DIAL is happy to oblige and hereby confirms its agreement to waive any right that it may have to enforce the said covenant of confidentiality.

It goes without saying that DIAL cannot unilaterally abandon its obligations of confidentiality arising from the referenced agreement. However, if CSID and the other Respondents to the Judicial Review proceedings (in the Minister for Tourism, Sport and Recreation and Ireland and the Attorney General) were also to waive their respective rights to enforce said covenant, then it seems clear that either CSID or DIAL could then disclose a copy of the agreement to PAC.

DIAL would be happy to do so upon it being confirmed that CSID and the other Respondents to the Judicial Review proceedings have indeed waived their rights to enforce such covenant.

Yours sincerely,

**DUBLIN INTERNATIONAL ARENA LIMITED**



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By: Martin S. Kenney, Its Director