

MiDEAL MEMBER AGREEMENT

Under authority of 1984 PA 431

This MiDEAL Member Agreement (“Agreement”) is between the Michigan Department of Technology, Management & Budget (“DTMB” or “State”) and the MiDEAL member entity (“Member”) on behalf of whom this application is being completed. By clicking the acceptance button below Member agrees and consents to be bound by all of the terms and conditions of this MiDEAL Member Agreement

Member represents and warrants to DTMB and agrees that:

- The individual completing the application and clicking the acceptance below has the legal authority to enter into this Agreement on behalf of Member.
- All Member purchases made through the MiDEAL program are for public use only.
- All orders will be issued in accordance with Member’s authorized purchasing procedures. The State contract number shall be shown on the purchase order.
- All payments will be made directly to the vendor for all purchases in accordance with Member’s established procedures, and Member will be solely responsible and accountable for its expenditures of public funds.
- Member will pay an annual service fee to remain a member of the MiDEAL program. The fee is determined by DTMB.
- Member understands that the State does not endorse or recommend any specific vendor, product, or service. Members will deal directly with the vendor(s) regarding any and all product or service issues.
- In no event will the State be liable under any legal theory for any damages in any amounts, whether in an action of contract, tort or otherwise, arising from, out of or in connection with Member’s purchases under this Agreement, including without limitation, direct, indirect, special, incidental, consequential, punitive or exemplary damages (“excluded damages”), even if any party was advised of the possibility of any excluded damages or any excluded damages were foreseeable. Member will hold the State of Michigan harmless, to the extent permitted by law, in the event of any lawsuit or claim arising as a result of the acquisition or use of products or services procured under this program.
- The State is not responsible for providing data security and is not liable to Member or any of its end users for any data loss or data breach relating to Member’s use of any IT goods or services purchased by Member under this Agreement.
- Members are prohibited from making purchases from State contracts with the sole intent of reselling the items.

The State, its departments, employees and purchasing agents, in their personal or official capacities, do not assume any responsibility and are not liable for the accountability of funds expended hereunder by Member, the issuance or non-issuance of any purchase order by the Member, or any other action or inaction taken by Member as a result of entering into this Agreement.