

MiDEAL PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into this ____ day of _____ 2021 (the "Effective Date") by and between Staples Contract and Commercial LLC, ("Staples") and _____ (the "Participating Member").

1. The Participating Member is a registered MiDEAL member and is eligible to purchase products and services from Staples under the MiDEAL program as governed by the terms and conditions of the State of MI, Contract number 190000000268, entered into between Staples and The State of Michigan on March 1, 2019 ("Master Agreement"); and
2. Participating Member agrees to purchase from Staples, and Staples agrees to sell to Participating Member, various products and services as offered under the MiDEAL program in accordance with the terms and conditions of such Master Agreement and this Agreement.
3. This Agreement shall commence on the Effective Date and shall expire at midnight, May 31, 2022 (the "Term"), unless otherwise terminated or extended in accordance with the provisions of the Master Agreement or at such time the Participating Member ceases to be a registered MiDEAL member. In addition, either party may terminate this Agreement upon 30 days' prior written notice to the other party.
4. Prices for Products and Services are as specified in the Master Agreement and are subject to adjustment as set forth in the Master Agreement.
5. For sales made to Participating Members, the administrative fee remitted to the Participating Member equals a half percent (0.5%) of such MiDEAL Member's total Net Sales, as defined in the Master Agreement, made to the Participating Member or as amended in the Master Agreement.
 - The Contractor must remit the applicable administrative fee payments owed to the Participating Member by check payable directly to the Participating Member and mailed to their provided address.
 - Upon MiDEAL Member request, Contractor must submit an itemized purchasing activity report of the Participating Member purchases, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed or emailed to the Participating Member.
 - The administrative fee and purchasing activity report are due within 45 calendar days from the last day of annual period unless otherwise negotiated with the MiDEAL Member. Effective July 1, 2021, the annual period is July 1 through June 30.

6. Checks are to be mailed to the following recipient:

Contact (Recipient) Name: _____

Agency (Remit-to) Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Staples Advantage Account #: 1871410_____

7. Defined terms used in this Agreement shall have the meaning ascribed to them under the Master Agreement unless otherwise defined herein. Except as modified by this Agreement, the terms and conditions of the Master Agreement shall apply to the sale of products and services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

STAPLES CONTRACT AND COMMERCIAL LLC

PARTICIPATING MIDEAL MEMBER

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 500 Staples Drive
Framingham, MA 01702

Address: _____
