

## Contractor's Non-Disclosure Agreement

This agreement is between \_\_\_\_\_, whose place of residence or business is \_\_\_\_\_, hereafter known as the inventor, and \_\_\_\_\_, whose place of business or residence is \_\_\_\_\_, hereafter known as the vendor.

Vendor will provide certain services as follows:

- prototyping
- design and/or drafting
- marketability evaluation and/or research and/or plan
- overall planning for development, protection, and marketing.
- other: \_\_\_\_\_

Vendor agrees to maintain all information divulged to him or her by inventor, in whatever form (written, drawn, photographed, verbal, video, or other), confidential and safe. Vendor will not transmit or divulge said information to any third person (except his or her employee who has a need to know). Vendor will not use said information as his or her own, or for his or her own advantage. Vendor will preserve as confidential and safe said information for a period of \_\_\_\_\_ from date of order, and will ( ) return to inventor, or ( ) destroy tangibles by shredding or burning after said period.

Vendor further agrees that all patentable features arising from his or her services will be revealed to the inventor as the work progresses, and become inventor's property in full at the time the vendor receives payment in amount agreed to by vendor and inventor at the time inventor's order is placed. Vendor further agrees that he/she has no claim to any intellectual property rights related to this invention.

\_\_\_\_\_ Vendor \_\_\_\_\_ Date