



## **Non-Disclosure & Graphic Design Agreement**

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**Inventor Name:** \_\_\_\_\_  
**Signature & Date:** \_\_\_\_\_  
**Invention Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**City & State:** \_\_\_\_\_

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### **NON-DISCLOSURE**

Design My Idea (all company employees) agrees to maintain any and all confidential information regarding the idea and/or invention devised in whole or in part by paying Clients of Design My Idea in confidence and not to use such information in any way for a period of 3 years with out the Clients express written permission.

Confidential information does not include:

- 1) Information currently in the public domain,
- 2) Information subsequently placed in the public domain except by breach of this agreement by Recipient,
- 3) Information which the Client can prove was in their possession at the time of this agreement, and
- 4) Information provided by a third party provided the third party did not obtain the information directly or indirectly from Design My Idea.

Any improvements, whether patentable or not, by Design My Idea shall be owned by the Client except as subsequently agreed to or awarded. Patentable improvements by the Design My Idea must be acknowledged by co-inventor status upon patent application by the Client, No license other rights to the idea/invention are granted to Design My Idea by this agreement.

Design My Idea will retain an original of this agreement and agrees that the confidential information is being disclosed to the Client for each of the services purchased by the Client as noted in the billing receipt.

### **OWNERSHIP OF ARTWORK**

Until full payment has been made, Design My Idea retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit. Design My Idea retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, and portfolio usage upon written consent by the client. Where applicable the client will be given any necessary credit for usage of the project elements.

## **PRODUCTION SCHEDULE/DELIVERY OF PROJECT**

The client will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay.

## **PROOFING OF FINAL PROJECT**

The designer shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that the designer is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

## **CANCELLATION**

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by Design My Idea (Brian Gates), and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.

## **CONFIDENTIALITY**

All correspondence and documents provided will be treated as confidential between the client and the designer, unless consent has been granted by both parties involved.

## **ACCEPTANCE OF AGREEMENT**

The above specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement.

**In full and solemn agreement with the above statement I set my hand:**



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**Brian Gates**  
*President*  
**Design My Idea**  
[www.designmyidea.com](http://www.designmyidea.com)