

From concept to market, the art of invention and product development (Part four)

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In part three of this series we covered the corrupt invention marketing and invention submission racket.

Now we cover the filing of a Provisional or non-provisional patent and what you can do to protect yourself when having to disclose your idea to others before and after the filing of a patent.

Record and third party witness all developments...

The Inventor's Notebook

If you haven't already memorialized your invention or product idea do so immediately and get into the habit and recording all your design concept ideas in whole or part.

At some reasonable time interval have a trusted friend or associate preferably one skilled in the art related to your invention to acknowledge and sign off on each significant entry.

This witness must not be directly or indirectly associated with the invention or the holding company to preserve the integrity and objectivity of the witness.

In other words witness objectivity must be maintained throughout the process.

Loose lips sink ships...

Keep a lid on your invention until you're protected

Keep your invention a secret until you file some form of recognized U.S.P.T.O. "United States Patent Office" protection like a Provisional, Design, or Utility Patent.

The fallacy of mailing a sealed envelope to yourself provides absolutely no protection whatsoever and never did. I always wondered who started that myth!

Cheap temporary protection...

The Provisional Patent

The Provisional Patent is an affordable way to protect your idea (insomuch as claiming priority) while you continue to develop it.

The Provisional Patent buys an inventor a one year period of time to develop and "reduce to practice" their invention prior to filing a non-provisional or Utility Patent.

An average Provisional application will cost around \$2,000.00-\$4,000.00. The Provisional patent is not without its downsides however.

Failure to file a non-provisional patent within the one year statutory filing date will preclude you from obtaining a non-provisional or "Utility Patent" on the same art.

A little hint that will save you a lot of grief...

If you decide to write your own patent always write a Provisional Patent in the format of a Non-Provisional Patent.

If you end up pushing the envelope of time like I do on occasion and file within days or hours before the one year priority filing cut-off you just might keep your sanity!

The preferred protection plan...

The non-provisional Patent

The non-provisional Patent otherwise known as a Utility Patent is the preferred and most immediate form of acquiring patent protection for your invention.

The cost to file a Utility Patent varies and depending on whether you file for protection abroad or not can set you back anywhere from \$5,000.00 for a basic U.S. only application to as much as \$50,000.00 or more for a more complex application with moderate foreign filings.

This is where you might consider an outside source of funding in exchange for partial ownership in your product concept.

When discussing your invention with anyone your first line of defense is the all important NDA "Non-disclosure agreement"

Before we embark on this lengthy detailed journey known as product development it is imperative that both the client and the product developer understand that the most important component in this multi-faceted endeavor is the safekeeping and recording of the intellectual property from the opening conversation to the delivery of the product design(s).

Vorelco staff will always advise a potential client to produce an NDA "Non-disclosure agreement" prior to any discussions regarding anything of a sensitive nature.

We can provide such a document and there are several available on line or from a competent attorney.

NOTE: After signing hundreds of NDA's over the years I find that most are grossly inadequate in protecting the party seeking protection.

Every Non-disclosure agreement should convey just enough generic information about your product concept to determine if there might be a potential conflict of interest insomuch as the product developer having entered into such an agreement prior to yours, covering similar technology.

Just a simple description like "an improved lawn irrigation device" reveals nothing of a sensitive nature but is enough information for the product developer to determine if they might have a conflict of interest with a current or recent project still under the protections of a prior NDA.

Without such a minimal disclosure in the title or body of an executed NDA you could inadvertently disclose information that may contribute new art or embodiments to the candidate service provider's existing project.

There is a reason why so many large companies like 3M limit or reject NDA's from inventors and others outside the confines of their organizations. The potential for conflicts of interests outweigh the potential upside.

The odds of someone coming to a company the size and history of 3M with a new and novel product idea related to their market is extremely rare.

On the other hand if you are a well known inventor with a history of innovation there is always a way to break through the usual introduction filters and traps.

We always recommend that potential clients or any inventor big or small always properly identify the composition of the item or items about to be disclosed with clear language.

This does not mean that the NDA description should disclose any proprietary details but just enough information to allow the disclosee to determine if he or she can in good faith accept the NDA.

In other words as design service providers we come across a lot of new and not so new product ideas and on occasion we will see nearly identical product ideas or concepts.

If by chance you provide an NDA to a service provider that fails to adequately identify the proprietary material inside and the service provider happens to be working on similar art the service provider may be provided with information that could unfairly benefit his or her current client. Although rare it can happen.

A little NDA fortifier we like to use and recommend is having the disclosee briefly memorialize in writing what their understanding of what was disclosed to them followed by their signature.

This can be accomplished in a designated boxed area within the NDA document body or on the back of the document. If there should ever be

a misunderstanding as to the scope of what was disclosed at the time of the NDA's execution you will have a signed memorial.

This concludes part four of

“From concept to market, the art of invention and product development”

Part five addresses reduction to practice, AKA proof of concept AKA “Prototyping”.

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