

Bluetooth Declaration Process Document

(DPD)



- **Issued** 2014-05-01
- **Document Number** 1.0.0
- **Group Prepared by** BoD
- **Feedback Email** ExecutiveDirector@bluetooth.com
- **Abstract:**

This document describes the *Bluetooth*® Declaration Process requirements for products implementing Bluetooth wireless technology.

Revision History

Revision History	Date	Comments
1.0.0r01	2014-03-03	New - Initial revision
1.0.0r02	2014-03-04	Updated version to address Toby's comments
1.0.0r03	2014-03-04	Add Marking requirement and SIG Legal comments
1.0.0r04	2014-03-05	Minor edits and comments to highlight the transferred PRD 2.1 requirements
1.0.0r05	2014-03-20	Updates to Compliant Portion wording and introduction of Qualified Design references
1.0.0r06	2014-03-25	Updates to address BoD comments
1.0.0	2014-05-01	BoD Approved

Contributors

Name	Company
Jason Nydegger	Bluetooth SIG
Meagan Schuver	Bluetooth SIG
Jon Alejandro	Bluetooth SIG
Mark Powell	Bluetooth SIG
Toby Nixon	Microsoft Corporation

1.0.0

DISCLAIMER AND COPYRIGHT NOTICE

THIS DOCUMENT IS PROVIDED “AS IS” AND BLUETOOTH SIG,, a Delaware non-profit, non-stock corporation (“Bluetooth SIG”) ITS MEMBERS AND THEIR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, THAT THE CONTENTS OF THIS DOCUMENT ARE FREE FROM ERROR OR ANY WARRANTY OTHERWISE ARISING OUT OF THIS DOCUMENT.

BLUETOOTH SIG, ITS MEMBERS AND THEIR AFFILIATES DISCLAIM ALL LIABILITY, INCLUDING LIABILITY FOR INFRINGEMENT OF ANY PROPRIETARY RIGHTS, RELATING TO USE OF INFORMATION IN THIS DOCUMENT. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL BLUETOOTH SIG, ITS MEMBERS OR THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS, DATA OR PROGRAMS OR BUSINESS INTERRUPTION, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO ANY FURNISHING, PRACTICING, MODIFYING, USE OR THE PERFORMANCE OR IMPLEMENTATION OF THE CONTENTS OF THIS DOCUMENT, EVEN IF BLUETOOTH SIG, ITS MEMBERS OR THEIR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No license, express or implied, by estoppel or otherwise, to any intellectual property rights are granted herein. Bluetooth SIG does not accept any liability for actions or omissions of Bluetooth Members or third parties and disclaims any obligation to enforce the use of this document.

Copyright © 2014. Bluetooth® SIG, Inc. BLUETOOTH, The Bluetooth Figure Mark, and the Bluetooth Combination Mark are registered trademarks owned by Bluetooth SIG, Inc.

Bluetooth SIG reserves the right to adopt any changes or alterations to this document as it deems necessary or appropriate. This document is subject to change without notice.

Contents

1	Introduction	5
2	Scope of the Declaration Process.....	6
3	Declaration Process Requirements	7
3.1	Listing	7
3.1.1	Listing Requirements.....	7
3.1.2	Listing Information	7
3.1.3	Listing Updates.....	8
3.2	Declaration of Compliance	8
4	Declaration Process	10
5	References.....	11
6	Definitions	12

1 Introduction

This *Bluetooth*[®] Declaration Process Document (“DPD”) defines the process each Member shall follow to list and declare that their product(s) incorporating Bluetooth wireless technology satisfy the requirements defined in both the Bluetooth Patent/Copyright License Agreement (“BPCLA”) and Bluetooth Trademark License Agreement (“BTLA”) (collectively “Membership Agreements”). It is the responsibility of each member to ensure that they satisfy the conditions of the license grants for both licenses, if they determine that they need them.

To ensure success of the process, the Bluetooth SIG Board of Directors (“BoD”) reserves the right to change, modify and/or amend process policies through revisions of this DPD. Revisions of the DPD are either releases of the complete DPD document or addenda to a currently valid DPD; both will follow the special voting provisions as defined in [6] prior to becoming adopted.

2 Scope of the Declaration Process

All products incorporating *Bluetooth*[®] wireless technology shall be or incorporate a Compliant Portion (defined in [4]); this document refers to those Compliant Portion(s). The Bluetooth Declaration Process defines how each Member may assure the Bluetooth SIG and other Members that the Compliant Portions incorporated in their products satisfy the requirements and conditions of the license grants in [3] and [4].

3 Declaration Process Requirements

All requirements defined in this section shall be completed by the Member and are subject to enforcement and auditing [1] by Bluetooth SIG.

3.1 Listing

Each member shall use a web based interface provided by Bluetooth SIG to list their Compliant Portion(s). The purpose of the listing is to provide sufficient evidence and information that their products:

- Incorporate and comply with an adopted *Bluetooth* Specification [5].
- Comply with the Compliance Requirements in [2].
- Comply with the *Bluetooth* Qualification Program Requirements and have passed the Bluetooth Qualification Process as defined in the Bluetooth Qualification Program Reference Document (“PRD”) [1].

Each listing will be assigned a unique identification number called a Declaration ID. Declaration IDs will be issued upon payment of a Declaration Fee. The Declaration Fee must be paid prior to using the web based interface to complete the listing requirement.

3.1.1 Listing Requirements

Each Member is required to create a new listing and obtain a unique Declaration ID for the:

- Compliant Portion the Member makes; OR
- Compliant Portion created by another Member Company the Member incorporates to make their product(s); OR
- Allowed combination (as specified in [1] and [2]) of Compliant Portions created by the Member or by other Member companies the Member incorporates to make their product(s).

If a Member has multiple products incorporating the same, Compliant Portion OR combination of Compliant Portions without any change to the Qualified Design(s) (as defined in [1]), only one listing may be required. Subset(s) of the Qualified Designs (as defined in [1]) and additional products may be included in the Product List (defined in 3.1.2) below.

3.1.2 Listing Information

The listing information shall include:

- **Declaration ID**
- **Member Name**
- **Qualified Design ID (“QDID” as defined in [1])**

- Multiple QDIDs may be included if the combination of those QDIDs is allowed (as defined in [1] and [2]).
- **Document Filing Information** (as defined in [1])
- **Product List**
 - This list is limited to the products incorporating the referenced Compliant Portion(s).
 - Each product in the list shall include the model name or number, description of the product, region availability and publish date. This information should reflect how the products are packaged and distributed to the general public or the Member's customers and what customs officials will see when reviewing shipments.
 - Each Product may reference a Subset of the Qualified Design (as defined in [1]).
- **Listing Date**
 - Limited to no more than 90 days in advance.
- **Listing Contact Person**

3.1.3 Listing Updates

Members may update their listings at any time. A new Declaration ID is not required to make updates to an existing listing. Updates are limited to the following:

- Document Filing Information [1] (limited to Hardware/software versions, Design model name or number, Design description - all other information requires a written request to BQA@bluetooth.com. The BQA shall respond to the request within two business days)
- Product List (all information including adding more products to the list or making new Subset references)
- Listing Contact Person
- Member Name (any update requires written request to member.relations@bluetooth.com and shall follow the latest name change requirements provided by Bluetooth SIG at the time of the request)

3.2 Declaration of Compliance

Each member shall use a web based interface, provided by Bluetooth SIG, to print and sign a Declaration of Compliance ("DoC"), as defined by Bluetooth SIG, for each new listing (as defined in 3.1.1).

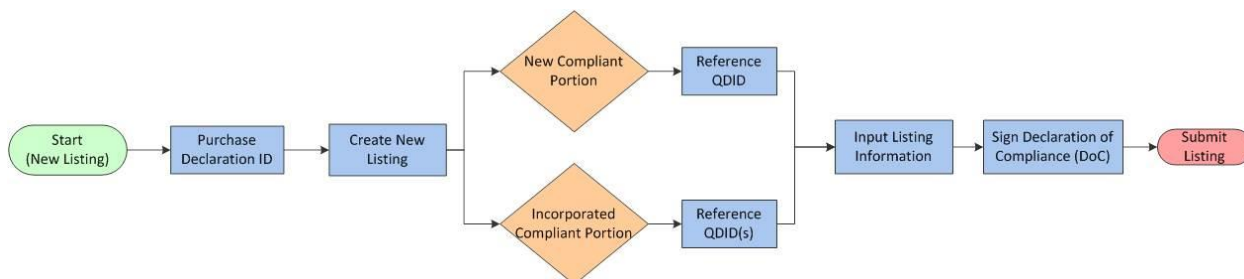
The DoC is the Member's official declaration that they satisfy the requirements and conditions of the license grants in [3] and [4]. Each member must determine whether a DoC is required. The Bluetooth SIG reserves the right to audit. The DoC is completed after all Listing Information (as defined in section 3.1.2) is entered and ready for final submission to Bluetooth SIG.

The DoC shall be signed by a duly authorized representative of the Member Company.

Disclaimer: A member who exercises its discretion and declines to satisfy the Bluetooth Declaration Process requirements may lose valuable rights under the Membership Agreements and may be infringing on another Member's intellectual property. Bluetooth SIG does not warrant any licenses granted under [3] or [4], which licenses are provided as is.

4 Declaration Process

The following steps are required to complete the Listing and DoC requirements.



5 References

This *Bluetooth* document incorporates, by dated or undated reference, provisions from other publications.¹ These normative references are cited at the appropriate places in the text, and the publications are listed hereafter. For the purpose of this *Bluetooth* document, the definitions and abbreviations in [1] and [2] apply.

[1] Bluetooth Qualification Program Reference Document (PRD)

[2] Core Specification, Compliance Requirements, Vol. 0 Part B

[3] Bluetooth Trademark License Agreement

[4] Bluetooth Patent/Copyright License Agreement

[5] Adopted Bluetooth Specifications: <https://www.bluetooth.org/en-us/specification/adopted-specifications>

[6] Bylaws of Bluetooth SIG, Inc.

1.0.0

¹ Nothing contained herein shall be deemed to alter, revise or modify the Membership Agreements or Bylaws and the terms of those documents shall prevail over this or any other interpretation of those documents.

6 Definitions

This *Bluetooth* document includes the following terms.

Term	Definition
Compliant Portion	Defined in [4]: “Only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with the actual Bluetooth Specification and/or Foundation Specification, whichever the case may be, (ii) are qualified pursuant to the Bluetooth Qualification Process, (iii) are within the bounds of the Scope and (iv) meet the requirements set forth in the Compliance Requirements.”
Declaration ID	Unique identification number assigned to each Compliant Portion Listing and used as a reference for the Member’s DoC.
Qualified Design	Defined in [1]: Design of Bluetooth wireless technology that meets all Bluetooth Qualification Requirements on an implementation of that design
Qualified Design ID (QDID)	Defined in [1]: “A unique identifier referencing a qualified design.”
Subset	Defined in [1]: “Implementation of a qualified design that disables one or more, profiles, protocols, roles, or optional features that still meets the definition of the same product type.”