



(Original Signature of Member)

118TH CONGRESS  
1ST SESSION

**H. R.** \_\_\_\_\_

To require original equipment manufacturers to make available certain documentation, parts, software, and tools with respect to electronics-enabled implements of agriculture, and for other purposes.

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IN THE HOUSE OF REPRESENTATIVES

Ms. PEREZ introduced the following bill; which was referred to the Committee  
on \_\_\_\_\_

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**A BILL**

To require original equipment manufacturers to make available certain documentation, parts, software, and tools with respect to electronics-enabled implements of agriculture, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Agricultural Right to  
5 Repair Act”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

1 (1) AUTHORIZED REPAIR PROVIDER.—The term  
2 “authorized repair provider”—

3 (A) means, with respect to farm equipment  
4 of an original equipment manufacturer, a per-  
5 son that has an arrangement with an OEM  
6 under which the OEM grants such person a li-  
7 cense to use a trade name, service mark, or  
8 other proprietary identifier for the purposes of  
9 offering diagnosis, maintenance, or repair serv-  
10 ices for the farm equipment on behalf of such  
11 person or the OEM; and

12 (B) includes, with respect to farm equip-  
13 ment, an OEM who offers diagnosis, mainte-  
14 nance, or repair services for the farm equip-  
15 ment that the OEM manufactures or offers for  
16 sale.

17 (2) COMMONLY AVAILABLE.—The term “com-  
18 monly available” means any item that is commer-  
19 cially available for purchase from more than a single  
20 seller and is not solely made available by an OEM  
21 for use on such OEM’s products.

22 (3) DOCUMENTATION.—The term “documenta-  
23 tion” means any manual, diagram, reporting output,  
24 service code description, schematic, library of diag-  
25 nosed issues, software bill of material, or other guid-

1       ance or information used in effecting the services of  
2       diagnosis, maintenance, or repair of farm equipment.

3       (4) FARM EQUIPMENT.—The term “farm equip-  
4       ment” means equipment that is designed primarily  
5       for use in a farm operation, including any combine,  
6       tractor, sprayer, implement, or attachment, includ-  
7       ing attachments and repair parts thereof used in the  
8       planting, cultivating, irrigating, harvesting, or  
9       ranching of agricultural products, excluding self-pro-  
10      pelled machines designed primarily for the transpor-  
11      tation of persons or property on a street or highway.

12      (5) FARM EQUIPMENT DATA.—The term “farm  
13      equipment data” means transmitted or compiled in-  
14      formation arising from the operation of farm equip-  
15      ment or any part of farm equipment.

16      (6) EMBEDDED SOFTWARE.—The term “em-  
17      bedded software” means a programmable instruction  
18      provided on firmware delivered with farm equipment.

19      (7) FAIR AND REASONABLE TERMS.—The term  
20      “fair and reasonable terms” means a part, tool, soft-  
21      ware, or documentation is made available either di-  
22      rectly from an OEM or through an authorized repair  
23      provider and, with respect to a part, tool, software,  
24      or documentation, the following:

25              (A) PARTS.—For parts, the following:

1 (i) COSTS.—Costs that are fair to  
2 both parties, considering the agreed-upon  
3 conditions, promised quality, and timeli-  
4 ness of delivery.

5 (ii) TERMS.—Terms that—

6 (I) do not impose on an owner or  
7 an independent repair provider any  
8 substantial obligation to use or any  
9 restriction on the use of the part to  
10 diagnose, maintain, or repair farm  
11 equipment sold, leased, or otherwise  
12 supplied by the manufacturer, includ-  
13 ing a condition that the owner or  
14 independent repair provider become  
15 an authorized repair provider of the  
16 manufacturer, or a requirement that a  
17 part be registered, paired with, or ap-  
18 proved by the manufacturer or an au-  
19 thorized repair provider before such  
20 part is operational; and

21 (II) prohibit a manufacturer  
22 from imposing any additional cost or  
23 burden that is not reasonably nec-  
24 essary or is designed to be an impedi-

1                   ment on the owner or independent re-  
2                   pair provider.

3                   (B) TOOLS.—For tools, the following:

4                   (i) COSTS FOR FARMERS.—No charge  
5                   for the tool, except for a case in which a  
6                   tool is requested in physical form, a charge  
7                   may be included for the reasonable actual  
8                   costs of preparing and sending the tool.

9                   (ii) COSTS FOR INDEPENDENT REPAIR  
10                  PROVIDERS.—Costs that are equivalent to  
11                  the lowest actual cost for which the manu-  
12                  facturer offers the tool to an authorized re-  
13                  pair provider, including any discount, re-  
14                  bate, or other financial incentive offered to  
15                  an authorized repair provider.

16                  (iii) TERMS.—Terms that—

17                   (I) are equivalent to the most fa-  
18                   vorable terms under which a manufac-  
19                   turer offers the tools to an authorized  
20                   repair provider, including the methods  
21                   and timeliness of delivery of the tools;

22                   (II) do not impose on an owner  
23                   or an independent repair provider any  
24                   substantial obligation to use or any  
25                   restriction on the use of the tool to di-

1 agnose, maintain, or repair farm  
2 equipment sold, leased, or otherwise  
3 supplied by the manufacturer, includ-  
4 ing a condition that the owner or  
5 independent repair provider become  
6 an authorized repair provider of the  
7 manufacturer, that the owner or inde-  
8 pendent repair provider have internet  
9 access to use the tool, or a require-  
10 ment that a tool be registered, paired  
11 with, or approved by the manufac-  
12 turer or an authorized repair provider  
13 before such part or tool is operational;  
14 and

15 (III) prohibit a manufacturer  
16 from imposing any additional cost or  
17 burden that is not reasonably nec-  
18 essary or is designed to be an impedi-  
19 ment on the owner or independent re-  
20 pair provider.

21 (C) DOCUMENTATION.—For documenta-  
22 tion the following:

23 (i) COSTS.—No charge for the docu-  
24 mentation, except for a case in which docu-  
25 mentation is requested in physical printed

1 form, a charge may be included for the  
2 reasonable actual costs of preparing and  
3 sending the copy.

4 (ii) TERMS.—Terms that are equiva-  
5 lent to the most favorable terms under  
6 which a manufacturer offers the docu-  
7 mentation to an authorized repair provider,  
8 including the methods and timeliness of  
9 delivery of the part, tool, software, or docu-  
10 mentation.

11 (8) FIRMWARE.—The term “firmware” means a  
12 software program or set of instructions programmed  
13 on farm equipment, or on a part for such equip-  
14 ment, to allow the equipment or part to commu-  
15 nicate within a networked product or system or with  
16 other computer hardware, including any relevant  
17 patch or fix made by the OEM of such equipment  
18 or part.

19 (9) INDEPENDENT REPAIR PROVIDER.—The  
20 term “independent repair provider” means, with re-  
21 spect to farm equipment, a person who—

22 (A) is not an authorized repair provider of  
23 the farm equipment; and

24 (B) provides diagnosis, maintenance, or re-  
25 pair services for the farm equipment.

1           (10) ORIGINAL EQUIPMENT MANUFACTURER;  
2       OEM.—The term “original equipment manufacturer”  
3       or “OEM” means any person that manufactures  
4       farm equipment and sells, leases, or otherwise sup-  
5       plies such implement to any other person.

6           (11) OWNER.—The term “owner” means any  
7       person that owns or leases farm equipment other  
8       than the OEM of such farm equipment.

9           (12) PART.—The term “part” means any com-  
10      ponent or subcomponent of farm equipment that is  
11      sold, supplied, or otherwise made available by an  
12      OEM for purposes of maintaining, repairing, or di-  
13      agnosing such farm equipment.

14          (13) SOFTWARE BILL OF MATERIAL.—The term  
15      “software bill of material” means a formal record  
16      containing the details and supply chain relationships  
17      of various components used in building software.

18          (14) TOOL.—The term “tool” means any soft-  
19      ware program (including any software update),  
20      hardware implement, or other apparatus used for re-  
21      pair-related diagnostic testing, maintenance, or re-  
22      pair of farm equipment, including software or any  
23      other mechanism that provisions the implement, pro-  
24      grams the implement, pairs a new part, calibrates  
25      functionality, or performs any other function re-



1       quired to bring the implement back to fully func-  
2       tional condition.

3           (15) TRADE SECRET.—The term “trade secret”  
4       has the meaning given such term in section 1839 of  
5       title 18, United States Code.

6   **SEC. 3. REQUIREMENTS FOR OEMS.**

7       (a) IN GENERAL.—An original equipment manufac-  
8       turer shall make available, on fair and reasonable terms—

9           (1) to any owner or independent repair pro-  
10       vider, any documentation, part, software, firmware,  
11       or tool intended for use in order to diagnose, main-  
12       tain, or repair farm equipment; and

13           (2) to the owner or with the authorization of  
14       the owner to an independent repair provider, any  
15       farm equipment data generated by the farm equip-  
16       ment of the owner.

17       (b) DISABLING SECURITY FUNCTIONS.—An OEM  
18       shall make available to any owner or independent repair  
19       provider , on fair and reasonable terms, any documenta-  
20       tion, part, software, or tool required to disable or enable  
21       an electronic security lock or other security-related func-  
22       tion of farm equipment.

23       (c) INTERACTION WITH COPYRIGHT LAWS.—

24           (1) IN GENERAL.—Notwithstanding section  
25       1201(a) of title 17, United States Code, a person

1       may circumvent a technological measure that effec-  
2       tively controls access to a work protected under such  
3       title in connection with an activity protected under  
4       this Act if the purpose of such circumvention is to—

5               (A) diagnose, maintain, upgrade, repro-  
6               gram, or repair farm equipment;

7               (B) enable interoperability with any com-  
8               puter program or device used in farm equip-  
9               ment;

10              (C) conduct security research relating to  
11              farm equipment; or

12              (D) enable non-infringing modification of  
13              any computer program or device used in farm  
14              equipment.

15       (2) ACCESS TO TOOLS.—Notwithstanding sec-  
16       tion 1201(a) of title 17, United States Code, a per-  
17       son may manufacture, import, offer to the public,  
18       provide, or otherwise traffic in any technology, prod-  
19       uct, service, device, component, or part thereof that  
20       is primarily designed or produced for the purpose of  
21       or use in circumventing a technological measure that  
22       effectively controls access to a work protected under  
23       such title for the purposes described in paragraph  
24       (1).

25       (d) ENSURING COMMON AVAILABILITY.—

1 (1) IN GENERAL.—Notwithstanding any provi-  
2 sion of title 17 or 35, United States Code, at such  
3 time as an OEM stops offering any documentation,  
4 part, software, or tool to any authorized repair pro-  
5 vider, any copyright or patent held by the OEM with  
6 respect to such documentation, part, software, or  
7 tool shall be placed in the public domain.

8 (2) REPLACEMENT.—An OEM shall ensure  
9 that any part required by the OEM's farm equip-  
10 ment can be replaced without causing damage to the  
11 equipment using—

12 (A) a commonly available tool; or

13 (B) a tool that is not commonly available  
14 that is made available to owners or independent  
15 repair providers by the OEM on fair and rea-  
16 sonable terms.

17 **SEC. 4. ENFORCEMENT.**

18 (a) UNFAIR OR DECEPTIVE ACTS OR PRACTICES.—  
19 A violation of section 3 or a regulation promulgated under  
20 this Act shall be treated as a violation of a rule defining  
21 an unfair or deceptive act or practice under section  
22 18(a)(1)(B) of the Federal Trade Commission Act (15  
23 U.S.C. 57a(a)(1)(B)).

24 (b) POWERS OF THE COMMISSION.—

1           (1) IN GENERAL.—The Commission shall en-  
2       force this Act and any regulations promulgated  
3       under this Act in the same manner, by the same  
4       means, and with the same jurisdiction, powers, and  
5       duties as though all applicable terms and provisions  
6       of the Federal Trade Commission Act (15 U.S.C. 41  
7       et seq.) were incorporated into and made a part of  
8       this Act.

9           (2) PRIVILEGES AND IMMUNITIES.—Any person  
10      who violates section 3 or a regulation promulgated  
11      under this Act shall be subject to the penalties and  
12      entitled to the privileges and immunities provided in  
13      the Federal Trade Commission Act (15 U.S.C. 41 et  
14      seq.).

15          (3) AUTHORITY PRESERVED.—Nothing in this  
16      Act shall be construed to limit the authority of the  
17      Commission under any other provision of law.

18   **SEC. 5. RULEMAKING.**

19          (a) IN GENERAL.—The Commission shall promulgate  
20      rules as may be necessary to carry out this Act in accord-  
21      ance with section 553 of title 5, United States Code.

22          (b) CLEAN AIR ACT.—The Commission shall promul-  
23      gate rules that are consistent with the Clean Air Act (42  
24      U.S.C. 7401 et seq.) and any related regulation, including

1 section 1068.101(b)(1) of title 40, Code of Federal Regu-  
2 lations, and section 1068.101(b)(6) of such title.

3 **SEC. 6. LIMITATIONS.**

4 Nothing in this Act may be construed—

5 (1) to require an OEM to divulge trade secrets  
6 to an owner or an independent service provider, ex-  
7 cept as necessary to provide access to any necessary  
8 repair material or process on fair and reasonable  
9 terms;

10 (2) to alter the terms of an agreement between  
11 an OEM and an authorized repair provider, except  
12 with respect to any provision of such an agreement  
13 that would limit the obligations of an OEM under  
14 this Act;

15 (3) to require an authorized repair provider to  
16 make any documentation, part, or tool for farm  
17 equipment made by an OEM with which the author-  
18 ized repair provider does not have an arrangement  
19 described in section 2(1);

20 (4) to require an OEM to provide any part or  
21 equipment solely used in the development of their  
22 products; or

23 (5) to allow—

1           (A) any modification that permanently de-  
2           activates a safety notification system when farm  
3           equipment is being repaired;

4           (B) access to any function of a tool that  
5           enables the owner or independent repair pro-  
6           vider to change the settings of farm equipment  
7           so as to bring the equipment permanently out  
8           of compliance with any applicable safety or  
9           emissions laws;

10          (C) the evasion of emissions laws or copy-  
11          right laws; or

12          (D) any other illegal modification activi-  
13          ties.