



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB2669

Introduced 1/10/2024, by Sen. Jil Tracy

SYNOPSIS AS INTRODUCED:

New Act

Creates the Agricultural Equipment Repair Bill of Rights Act. Provides that, for the purpose of providing services for agricultural equipment in the State, an original equipment manufacturer shall, with fair and reasonable terms and costs, make available to an independent repair provider or owner of the manufacturer's equipment any documentation, parts, embedded software, firmware, or tools that are intended for use with the equipment or any part, including updates to documentation, parts, embedded software, firmware, or tools. Provides that, with respect to agricultural equipment that contains an electronic security lock or other security-related function, a manufacturer shall, with fair and reasonable terms and costs, make available to independent repair providers and owners any documentation, parts, embedded software, firmware, or tools needed to reset the lock or function when disabled in the course of providing services. Provides that the manufacturer may make the documentation, parts, embedded software, firmware, or tools available to independent repair providers and owners through appropriate secure release systems. Provides that these provisions do not apply to a part that is no longer available to the original equipment manufacturer or conduct that would require the manufacturer to divulge a trade secret. Provides that a manufacturer shall not refuse to make available to an independent repair provider or owner any documentation, part, embedded software, firmware, or tool necessary to provide services on grounds that the documentation, part, embedded software, firmware, or tool itself is a trade secret, except that information necessary to repair agricultural equipment may not be redacted. Provides exceptions. Defines terms.

LRB103 34219 RLC 64547 b

1 AN ACT concerning agriculture.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Agricultural Equipment Repair Bill of Rights Act.

6 Section 5. Definitions. In this Act:

7 (1) "Agricultural equipment" includes:

8 (A) a tractor, trailer, combine, sprayer, tillage
9 implement, baler, and other equipment used to plant,
10 cultivate, or harvest agricultural products or to ranch;
11 and

12 (B) attachments to and repair parts for equipment
13 described in paragraph (A).

14 "Agricultural equipment" does not include:

15 (i) a self-propelled vehicle designed primarily for
16 the transportation of individuals or property on a street
17 or highway, including, but not limited to, a powersports
18 vehicle, an all terrain vehicle, or a side-by-side
19 vehicle; or

20 (ii) any aircraft used in an agricultural aircraft
21 operation, as defined in 14 CFR 137.3.

22 (1.1) "Off-highway vehicle" means a motorcycle, dirt bike,
23 three-wheeler, all-terrain vehicle, surplus military vehicle,

1 or dune buggy that is operated on public lands and trails.

2 (1.2) "Original equipment manufacturer" or "manufacturer"
3 means a person doing business in this State and engaged in the
4 business of selling, leasing, or otherwise supplying new
5 equipment or parts manufactured by or on behalf of itself to
6 any individual, business, or other entity.

7 (1.3) "Owner" means a person that owns equipment or an
8 agent of the owner.

9 (1.4) "Part" means a new or used replacement part for
10 equipment that a manufacturer offers for sale or otherwise
11 makes available for the purpose of providing services.

12 (1.5) "Powersports vehicle" means any of the following:

- 13 (A) an off-highway vehicle;
14 (B) a personal watercraft; or
15 (C) a snowmobile.

16 (2) "Authorized repair provider" means a person that is
17 unaffiliated with a manufacturer other than through an
18 arrangement with the manufacturer, whether for a definite or
19 an indefinite period, in which the manufacturer, for the
20 purpose of offering to provide services to an equipment owner
21 regarding the owner's equipment or a part, grants to the
22 person:

- 23 (A) a license to use a trade name, service mark, or
24 other proprietary identifier; or
25 (B) an authorization under any other arrangement to
26 act on behalf of the manufacturer.

1 "Authorized repair provider" includes a manufacturer that
2 offers to provide services to an owner of the manufacturer's
3 equipment regarding the owner's equipment or a part if the
4 manufacturer does not have an arrangement with an unaffiliated
5 person as provided in this paragraph (2).

6 (3) "Data" means information that, with the consent of an
7 owner, is transmitted or compiled and that arises from the
8 operation of an owner's agricultural equipment or its parts.

9 (4) "Documentation" means a manual; diagram, including a
10 schematic diagram; reporting output; service code description;
11 security code or password; or similar type of guidance or
12 information, whether in an electronic or tangible format, that
13 a manufacturer provides to an authorized repair provider to
14 assist the authorized repair provider with services performed
15 on the manufacturer's equipment or a part.

16 (5) "Embedded software for agricultural equipment" means
17 any programmable instructions that concern agricultural
18 equipment operation and that are provided on firmware
19 delivered with or loaded to the agricultural equipment.

20 (6) "Embedded software for agricultural equipment"
21 includes all relevant patches and fixes that the manufacturer
22 makes, including, but not limited to, items described as
23 "basic internal operating system", "internal operating
24 system", "machine code", "assembly code", "root code", or
25 "microcode".

26 (7) "Equipment" means agricultural equipment.

1 (8) "Equipment dealer" means any person, partnership,
2 corporation, association, or other form of business enterprise
3 that is primarily engaged in the retail sale of agricultural
4 equipment.

5 (9) "Fair and reasonable terms and costs", with respect to
6 obtaining parts, embedded software, firmware, or tools from a
7 manufacturer to provide services, means terms that are
8 equivalent to the most favorable terms that the manufacturer
9 offers to an authorized repair provider and costs that are no
10 greater than the manufacturer's suggested retail price. Costs
11 of agricultural equipment shall be calculated using net costs
12 incurred, accounting for any discounts, rebates, or incentives
13 offered. With respect to documentation, "fair and reasonable
14 terms and costs" means that the manufacturer provides the
15 documentation, including any relevant updates to the
16 documentation, at no charge, except that the manufacturer may
17 charge a fee for a printed copy of the documentation if the
18 amount of the fee covers only the manufacturer's actual cost
19 to prepare and send the printed copy of the documentation.
20 With respect to tools that are software programs, "fair and
21 reasonable terms and costs" means that the manufacturer
22 provides the tools that are software programs:

23 (A) at no charge and without requiring authorization
24 or Internet access or otherwise imposing impediments to
25 access or use;

26 (B) in the course of effectuating the diagnosis,

1 maintenance, or repair and enabling the full functionality
2 of the equipment or part; and

3 (C) in a manner that does not impair the efficient and
4 cost-effective performance of the equipment or part.

5 (10) "Firmware" means a software program or set of
6 instructions programmed on equipment or a part to allow the
7 equipment or part to communicate with itself or with other
8 computer hardware.

9 (11) "Independent repair provider", except as otherwise
10 provided in this paragraph (11), means a person in this State
11 that is:

12 (A) either a manufacturer's authorized repair provider
13 or affiliated with a manufacturer's authorized repair
14 provider; and

15 (B) engaged in offering or providing services.

16 "Independent repair provider" includes:

17 (i) an authorized repair provider if the authorized
18 repair provider is offering or providing services for a
19 manufacturer other than a manufacturer with which the
20 authorized repair provider has an arrangement described in
21 subparagraph (B) of paragraph (2); and

22 (ii) a manufacturer with respect to offering or
23 providing services for another manufacturer's equipment or
24 part.

25 (12) "Tools" means any software program, hardware
26 implement, or other apparatus used for diagnosis, maintenance,

1 or repair of equipment or parts, including software or any
2 other mechanism that provides, programs, or pairs a new part;
3 calibrates functionality; or performs any other function
4 required to return the equipment or part to fully functional
5 condition.

6 (13) "Trade secret" means the whole or any portion or
7 phase of any scientific or technical information, design,
8 process, procedure, formula, improvement, confidential
9 business or financial information, listing of names,
10 addresses, or telephone numbers, or other information relating
11 to any business or profession which is secret and of value. To
12 be a "trade secret", the owner thereof must have taken
13 measures to prevent the secret from becoming available to
14 persons other than those selected by the owner to have access
15 thereto for limited purposes.

16 Section 10. Services for agricultural equipment;
17 documentation.

18 (a)(1) Except as provided in subsection (b), for the
19 purpose of providing services for equipment in this State, an
20 original equipment manufacturer shall, with fair and
21 reasonable terms and costs, make available to an independent
22 repair provider or owner of the manufacturer's equipment any
23 documentation, parts, embedded software, firmware, or tools
24 that are intended for use with the equipment or any part,
25 including updates to documentation, parts, embedded software,

1 firmware, or tools.

2 (2) With respect to equipment that contains an electronic
3 security lock or other security-related function, a
4 manufacturer shall, with fair and reasonable terms and costs,
5 make available to independent repair providers and owners any
6 documentation, parts, embedded software, firmware, or tools
7 needed to reset the lock or function when disabled in the
8 course of providing services. The manufacturer may make the
9 documentation, parts, embedded software, firmware, or tools
10 available to independent repair providers and owners through
11 appropriate secure release systems.

12 (b) Subsection (a) does not apply to a part that is no
13 longer available to the original equipment manufacturer or
14 conduct that would require the manufacturer to divulge a trade
15 secret. Notwithstanding the provisions of this subsection (b)
16 a manufacturer shall not refuse to make available to an
17 independent repair provider or owner any documentation, part,
18 embedded software, firmware, or tool necessary to provide
19 services on grounds that the documentation, part, embedded
20 software, firmware, or tool itself is a trade secret.

21 (c) A manufacturer may redact documentation to remove
22 trade secrets from the documentation before providing access
23 to the documentation if the usability of the redacted
24 documentation for the purpose of providing services is not
25 diminished, except that information necessary to repair
26 agricultural equipment may not be redacted.

1 (d) A manufacturer may withhold information regarding a
2 component of, design of, functionality of, or process of
3 developing a part, embedded software, firmware, or a tool if
4 the information is a trade secret and the usability of the
5 part, embedded software, firmware, or tool for the purpose of
6 providing services is not diminished.

7 (e) An original equipment manufacturer is not liable for
8 faulty or otherwise improper repairs provided by independent
9 repair providers or owners, including faulty or otherwise
10 improper repairs that cause any indirect, incidental, special,
11 or consequential damages.

12 Section 15. Exceptions.

13 (a) Subject to subsection (b), nothing in this Act:

14 (1) alters the terms of any contract or other
15 arrangement in force between an original equipment
16 manufacturer and an authorized repair provider, including
17 the performance or provision of warranty or recall repair
18 work and any exclusivity or noncompete clause in a
19 contract;

20 (2) authorizes an independent repair provider or owner
21 to:

22 (A) make any modification to agricultural
23 equipment that deactivates a safety notification
24 system, except as necessary to provide services;

25 (B) access any function of a tool that enables the

1 independent repair provider or owner to change the
2 settings for a piece of agricultural equipment in a
3 manner that brings the equipment out of compliance
4 with any applicable federal, State, or local safety or
5 emissions law, except as necessary to provide
6 services;

7 (C) evade emissions, copyright, trademark, or
8 patent laws; or

9 (D) engage in any other illegal equipment
10 modification activities;

11 (3) requires a manufacturer to provide an independent
12 repair provider or owner access to information, other than
13 documentation, that the manufacturer provides to an
14 authorized repair provider pursuant to a contract or other
15 arrangement with the authorized repair provider except as
16 necessary to comply with subsection (a) of Section 10; or

17 (4) exempts a manufacturer from a products liability
18 claim that is otherwise authorized by law.

19 (b) With respect to a contract or other arrangement, or
20 renewal of a contract or existing arrangement, that an
21 original equipment manufacturer enters into on or after the
22 effective date of this Act, any contract term, provision,
23 agreement, or language in the contract or arrangement that
24 waives, avoids, restricts, or limits the manufacturer's
25 obligations under this Act is void and unenforceable.

26 (c) If an agricultural equipment manufacturer enters into,

1 or is covered under, a nationwide memorandum of understanding
2 regarding a right to repair agricultural equipment, the
3 memorandum of understanding governs an owner's right to
4 provide services, or to engage the services of an independent
5 repair provider, for that manufacturer's brand of agricultural
6 equipment. If compliance with the memorandum of understanding
7 would deny the owner any rights afforded to the owner in this
8 Act, including any rights to documentation, data, tools, or
9 embedded software for agricultural equipment necessary for the
10 diagnosis, maintenance, or repair of the owner's agricultural
11 equipment, the owner is entitled to the documentation, data,
12 tools, or embedded software for agricultural equipment in
13 accordance with this Act. An agricultural equipment
14 manufacturer that enters into a memorandum of understanding
15 shall meet the requirements established in this Act.