AN ACT concerning agriculture; creating the agricultural equipment right-to-repair act; requiring manufacturers of electronics-enabled equipment used in agriculture, animal husbandry and ranching to make available to farmers, ranchers and independent repair providers, on fair and reasonable terms, the documentation, parts and tools used to diagnose, maintain and repair such equipment.

Be it enacted by the Legislature of the State of Kansas:

Section 1. Sections 1 through 5, and amendments thereto, shall be known and may be cited as the agricultural equipment right-to-repair act.

Sec. 2. As used in the agricultural equipment right-to-repair act:
(a) "Act" means the agricultural equipment right-to-repair act.
(b) "Authorized repair provider" means an individual or business that is unaffiliated with an original equipment manufacturer and that has an arrangement with the original equipment manufacturer, for a definite or indefinite period, under which the original equipment manufacturer grants to the individual or business a license to use a trade name, service mark or other proprietary identifier for the purposes of offering the services of diagnosis, maintenance or repair of electronics-enabled agricultural equipment under the name of the original equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such services on behalf of the original equipment manufacturer. An original equipment manufacturer that offers the services of diagnosis, maintenance or repair of its own electronics-enabled agricultural equipment, and that does not have an arrangement described in this subsection with an unaffiliated individual or business, shall be considered an authorized repair provider with respect to such equipment.
(c) "Electronics-enabled agricultural equipment" or "equipment" means any product, part of a product or attachment to a product, when sold or leased for use in farming, ranching or other forms of agriculture that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to it. "Electronics-enabled agricultural equipment" or "equipment" includes, but is not limited to, a tractor, trailer, combine, tillage, planting, irrigation or cultivating implement, baler, unmanned aircraft system or off-road vehicle. "Electronics-enabled agricultural equipment" or "equipment" does not include "motor vehicles"
as defined in this section.

(d) "Documentation" means any manual, diagram, reporting output, service code description, schematic or other guidance or information used in effecting the services of diagnosis, maintenance or repair of electronics-enabled agricultural equipment.

(e) "Embedded software" means any programmable instructions provided on firmware delivered with electronics-enabled agricultural equipment, or with a part for such equipment, for the purposes of equipment operation, including all relevant patches and fixes made by the manufacturer of such equipment or part for these purposes.

(f) (1) "Fair and reasonable terms" for obtaining a part or tool or documentation means at costs and terms that are equivalent to the most favorable costs and terms under which an original equipment manufacturer offers the part, tool or documentation to an authorized repair provider:

(A) Accounting for any discount, rebate, convenient means of delivery, means of enabling fully restored and updated functionality, rights of use or other incentive or preference the original equipment manufacturer offers to an authorized repair provider, or any additional cost, burden or impediment the original equipment manufacturer imposes on an independent repair provider;

(B) not conditioned on or imposing a substantial obligation or restriction that is not reasonably necessary for enabling the owner or independent repair provider to engage in the diagnosis, maintenance or repair of electronics-enabled agricultural equipment made by or on behalf of the original equipment manufacturer; and

(C) not conditioned on an arrangement described in subsection (b).

(2) For documentation, including any relevant updates, "fair and reasonable terms" means at no charge, except that, when the documentation is requested in physical printed form, a charge may be included for the reasonable actual costs of preparing and sending the copy.

(3) For software tools, "fair and reasonable terms" means at no charge and without requiring authorization or internet access, or imposing impediments to access or use, in the course of effecting the diagnosis, maintenance or repair and enabling full functionality of electronics-enabled agricultural equipment in a manner that impairs the efficient and cost-effective performance of any of those activities.

(g) "Firmware" means a software program or set of instructions programmed on electronics-enabled agricultural equipment, or on a part for such equipment, to allow the equipment or part to communicate within itself or with other computer hardware.

(h) (1) "Independent repair provider" means an individual or business operating in this state that:

(A) Does not have an arrangement described in subsection (b) with an
original equipment manufacturer;
(B) is not affiliated with any individual or business that has such an
arrangement; and
(C) is engaged in the services of diagnosis, maintenance or repair of
electronics-enabled agricultural equipment.
(2) "Independent repair provider" includes any original equipment
manufacturer or an individual or business that has an arrangement under
subsection (b) with such original equipment manufacturer, or that is
affiliated with an individual or business that has such an arrangement with
that original equipment manufacturer, when it engages in the services of
diagnosis, maintenance or repair of electronics-enabled agricultural
equipment that is not manufactured by or sold under the name of that
original equipment manufacturer.
(i) "Motor vehicle" means a vehicle that is designed for transporting
persons or property on a street or highway and is certified by the
manufacturer under all applicable federal safety and emissions standards
and requirements for distribution and sale in the United States. "Motor
vehicle" does not include:
(1) A motorcycle; or
(2) a recreational vehicle or an auto home equipped for habitation.
(j) "Original equipment manufacturer" means a business engaged in
the business of selling, leasing or otherwise supplying new electronics-
enabled agricultural equipment manufactured by or on behalf of itself to
any individual or business.
(k) "Owner" means an individual or business that owns or leases
electronics-enabled agricultural equipment purchased or used in the state
of Kansas.
(l) "Part" means any replacement part, either new or used, made
available by an original equipment manufacturer for purposes of effecting
the services of maintenance or repair of electronics-enabled agricultural
equipment manufactured by or on behalf of, sold or otherwise supplied by
the original equipment manufacturer.
(m) "Tools" means any software program, hardware implement or
other apparatus used for diagnosis, maintenance or repair of electronics-
enabled agricultural equipment, including software or other mechanisms
that program or pair a new part, calibrate functionality or perform any
other function required to bring the product back to fully functional
condition.
(n) "Trade secret" means anything tangible, intangible or
electronically stored or kept that constitutes, represents, evidences or
records intellectual property, including secret or confidentially held
designs, processes, procedures, formulas, inventions, improvements or
secret or confidentially-held scientific, technical, merchandising,
production, financial, business or management information, or any other
trade secret as defined in 18 U.S.C. § 1839, as in effect on January 1,
2021.

Sec. 3. (a) For electronics-enabled agricultural equipment and parts
for such equipment, sold or used in the state of Kansas, an original
equipment manufacturer shall make available, on fair and reasonable
terms, documentation, parts and tools, inclusive of any updates to
information or embedded software, for purposes of diagnosis, maintenance
or repair of such equipment to any independent repair provider or to the
owner of electronics-enabled agricultural equipment manufactured by or
on behalf of, or sold or otherwise supplied by, the original equipment
manufacturer. Nothing in this subsection requires an original equipment
manufacturer to make available a part if the part is no longer available to
the original equipment manufacturer.

(b) For equipment that contains an electronic security lock or other
security-related function, the original equipment manufacturer shall make
available to the owner and to independent repair providers, on fair and
reasonable terms, any special documentation, tools and parts needed to
disable the lock or function and to reset it when disabled in the course of
diagnosis, maintenance or repair of the equipment. Such documentation,
tools and parts may be made available by means of an appropriate secure
system.

(c) (1) When the original equipment manufacturer has made an
express warranty with respect to electronics-enabled agricultural
equipment and the wholesale price of the equipment is $100 or more, the
manufacturer shall provide, at a reasonable price, such parts, tools and
documentation as to enable:

(A) The repair of the equipment during the warranty period at an
equitable price; and

(B) convenient delivery and functionality.

(2) Such price shall account for the:

(A) Actual cost to the original equipment manufacturer to prepare and
distribute the part, tool or documentation, exclusive of any research and
development costs incurred;

(2) ability of owners and independent repair providers to afford the
part, tool or documentation; and

(3) means by which the part, tool or documentation is distributed.

Sec. 4. (a) Nothing in this act shall be construed to require an original
equipment manufacturer to divulge a trade secret to an owner or an
independent service provider except as necessary to provide
documentation, parts and tools on fair and reasonable terms.

(b) No provision in this act shall be construed to alter the terms of
any arrangement described in section 2(b), and amendments thereto, in
force between an authorized repair provider and an original equipment manufacturer, including, but not limited to, the performance or provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid, restrict or limit the original equipment manufacturer's obligations to comply with this act shall be void and unenforceable.

(c) The provisions of this act shall apply to equipment sold or that is in use on or after the effective date of this act.

Sec. 5. A violation of this act shall be an unclassified nonperson misdemeanor punishable by a fine of $5,000.

Sec. 6. This act shall take effect and be in force from and after its publication in the statute book.