

**HOUSE . . . . . No.**

---

**The Commonwealth of Massachusetts**

PRESENTED BY:

***Francisco E. Paulino***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

**An Act relative to the right to repair for agricultural equipment.**

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Francisco E. Paulino</i>	<i>16th Essex</i>	<i>1/8/2025</i>

**HOUSE . . . . . No.**

[Pin Slip]

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**

An Act relative to the right to repair for agricultural equipment.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1 . The General Laws are hereby amended by inserting after chapter 93K the  
2 following chapter:-

3 Chapter 93K½

4 RIGHT TO REPAIR FOR AGRICULTURAL EQUIPMENT

5 Section 1 . For the purposes of this section, the following words shall, unless the context  
6 clearly requires otherwise, have the following meanings:-

7 “Agricultural equipment” or “equipment”, equipment that is primarily designed  
8 for use in a farm or ranch operation including: (i) a tractor, trailer, combine, sprayer, tillage  
9 implement, baler and other equipment used to plant, cultivate or harvest agricultural products or  
10 to ranch; and (ii) attachments to and repair parts for equipment described in clause (i).

11 Agricultural equipment shall not include: (i) a self-propelled vehicle designed primarily for the  
12 transportation of individuals or property on a street or highway; (ii) a off-highway vehicle; (iii)

13 personal watercraft; (iv) a snowmobile; (v) any aircraft used in an agricultural aircraft operation;  
14 or (vi) any equipment designed and used primarily for irrigation purposes.

15 “Authorized repair provider”, a person that is unaffiliated with a manufacturer other than  
16 through an arrangement with the manufacturer, whether for a definite or an indefinite period, in  
17 which the manufacturer, for the purpose of offering to provide services to an equipment owner  
18 regarding the owner's equipment or a part, grants the person: (i) a license to use a trade name,  
19 service mark or other proprietary identifier; or (ii) authorization under any other arrangement to  
20 act on behalf of the manufacturer. An authorized repair provider shall include a manufacturer  
21 that offers to provide services to an owner of the manufacturer's equipment regarding the owner's  
22 equipment or a part if the manufacturer does not have an arrangement with an unaffiliated  
23 person.

24 “Data”, transmitted or compiled information, with the consent of the owner, arising from  
25 the operation of an owner's agricultural equipment or its parts.

26 “Documentation”, a manual, diagram, including a schematic diagram, reporting output,  
27 service code description, security code or password or similar type of guidance or information,  
28 whether in an electronic or tangible format, that a manufacturer provides to an authorized repair  
29 provider to assist the authorized repair provider with services performed on the manufacturer's  
30 equipment or a part.

31 “Embedded software”, programmable instructions provided on firmware delivered with  
32 an electronic component of equipment or with any part for the purpose of restoring or improving  
33 operation of the equipment or part. Embedded software shall include all relevant patches and

34 fixes that the manufacturer makes to equipment or to any part for the purpose of restoring or  
35 improving the equipment or part.

36 “Embedded software for agricultural equipment”, any programmable instructions  
37 provided on firmware delivered with or loaded to the agricultural equipment, with respect to  
38 agricultural equipment operation. Embedded software for agricultural equipment shall include all  
39 relevant patches and fixes that the manufacturer makes, including, but not limited to, items  
40 described as: basic internal operating system, internal operating system, machine code, assembly  
41 code, root code and microcode.

42 “Equipment dealer”, any person, partnership, corporation, association or other form of  
43 business enterprise that is primarily engaged in the retail sale of agricultural equipment.

44 “Fair and reasonable terms and costs”, shall have the following meanings:

45 (i) with respect to obtaining documentation, parts, embedded software, firmware or tools  
46 from a manufacturer to provide services, fair and reasonable terms and costs shall mean terms  
47 that are equivalent to the most favorable terms that the manufacturer offers to an authorized  
48 repair provider and costs that are no greater than the manufacturer's suggested retail price;  
49 provided that, except as set forth in clause (iv), costs shall be calculated using net costs incurred,  
50 accounting for any discounts, rebates or incentives offered.

51 (ii) with respect to documentation, fair and reasonable terms and costs shall mean that the  
52 manufacturer provides the documentation, including any relevant updates to the documentation,  
53 at no charge; except that the manufacturer may charge a fee for a printed copy of the  
54 documentation if the amount of the fee covers only the manufacturer's actual cost to prepare and  
55 send the printed copy of the documentation.

56 (iii) with respect to tools that are software programs, fair and reasonable terms and costs  
57 shall mean that the manufacturer provides the tools that are software programs: (A) at no charge  
58 and without requiring authorization or internet access or otherwise imposing impediments to  
59 access or use; (B) in the course of effectuating the diagnosis, maintenance or repair and enabling  
60 the full functionality of the equipment or part; and (C) in a manner that does not impair the  
61 efficient and cost-effective performance of the equipment or part.

62 (iv) with respect to parts for agricultural equipment, fair and reasonable terms and costs  
63 shall mean that, notwithstanding clause (i), parts shall be sold to an owner or an independent  
64 repair provider under equitable terms for access to or receipt of any part pertaining to agricultural  
65 equipment and in a manner that: (A) is fair to both parties in light of any agreed-upon conditions,  
66 the promised quality, and the timeliness of the delivery; or (B) does not discourage or  
67 disincentivize repairs to be made by an owner or an independent repair provider; provided that,  
68 terms shall be considered fair for purposes of this clause if the terms do not impose on an owner  
69 or independent repair provider any: (1) substantial obligation to use, or any restriction on the use  
70 of, a part, embedded software, embedded software for agricultural equipment, firmware or tool,  
71 including a condition that the owner or independent repair provider become an authorized repair  
72 provider of the manufacturer; or (2) requirement that a part, embedded software, embedded  
73 software for agricultural equipment, firmware or tool be registered or paired with or approved by  
74 the manufacturer or an authorized repair provider before the part, embedded software, embedded  
75 software for agricultural equipment, firmware or tool is operational.

76 “Firmware”, a software program or set of instructions programmed on equipment or a  
77 part to allow the equipment or part to function or communicate with itself or with other computer  
78 hardware.

79           “Independent repair provider”, a person in the commonwealth that is: (i) neither a  
80 manufacturer's authorized repair provider nor affiliated with a manufacturer's authorized repair  
81 provider; and (ii) engaged in offering or providing services. An independent repair provider shall  
82 include: (A) an authorized repair provider if the authorized repair provider is offering or  
83 providing services for a manufacturer other than a manufacturer with which the authorized repair  
84 provider has an arrangement; and (B) a manufacturer with respect to offering or providing  
85 services for another manufacturer's equipment or part.

86           “Original equipment manufacturer” or “manufacturer”, a person doing business in the  
87 commonwealth and engaged in the business of selling, leasing or otherwise supplying new  
88 equipment or parts manufactured by or on behalf of itself to any individual, business or other  
89 entity.

90           “Owner”, a person that owns equipment or an agent of the owner.

91           “Part”, a new or used replacement part for equipment that a manufacturer offers for sale  
92 or otherwise makes available for the purpose of providing services.

93           “Services”, diagnostic, maintenance or repair services performed on equipment or a part.

94           “Tools”, any software program, hardware implement or other apparatus used for  
95 diagnosis, maintenance or repair of equipment or parts, including software or other mechanism  
96 that provides: (i) programs, or pairs a new part; (ii) calibrates functionality; or (iii) performs any  
97 other function required to return the equipment or part to fully functional condition.

98           “Trade secret”, the whole or any portion or phase of any scientific or technical  
99 information, design, process, procedure, formula, improvement, confidential business or

100 financial information, listing of names, addresses, or telephone numbers, or other information  
101 relating to any business or profession which is secret and of value. To be a trade secret the owner  
102 thereof must have taken measures to prevent the secret from becoming available to persons other  
103 than those selected by the owner to have access thereto for limited purposes.

104           Section 2 . (a) For the purpose of providing services for equipment in the commonwealth,  
105 an original equipment manufacturer shall, with fair and reasonable terms and costs, make  
106 available to an independent repair provider or owner of the manufacturer's equipment any  
107 documentation, parts, embedded software, embedded software for agricultural equipment,  
108 firmware, tools or, with owner authorization, data that are intended for use with the equipment or  
109 any part, including updates to documentation, parts, embedded software, embedded software for  
110 agricultural equipment, firmware, tools or, with owner authorization, data.

111           (b) With respect to equipment that contains an electronic security lock or other security  
112 related functions, a manufacturer shall, with fair and reasonable terms and costs, make available  
113 to independent repair providers and owners any documentation, parts, embedded software,  
114 embedded software for agricultural equipment, firmware, tools or, with owner authorization, data  
115 needed to reset the lock or function when disabled in the course of providing services. The  
116 manufacturer may make the documentation, parts, embedded software, embedded software for  
117 agricultural equipment, firmware, tools or, with owner authorization, data available to  
118 independent repair providers and owners through appropriate secure release systems.

119           (c) Subsections (a) and (b) shall not apply to: (i) a part that is no longer available to the  
120 original equipment manufacturer; and (ii) conduct that would require the manufacturer to divulge  
121 a trade secret; except that a manufacturer shall not refuse to make available to an independent

122 repair provider or owner any documentation, part, embedded software, embedded software for  
123 agricultural equipment, firmware, tool or, with owner authorization, data necessary to provide  
124 services on grounds that the documentation, part, embedded software, embedded software for  
125 agricultural equipment, firmware, tool or, with owner authorization, data itself is a trade secret.

126 (d)(1) A manufacturer may redact documentation to remove trade secrets from the  
127 documentation before providing access to the documentation if the usability of the redacted  
128 documentation for the purpose of providing services is not diminished.

129 (2) A manufacturer may withhold information regarding a component of, design of,  
130 functionality of, or process of developing a part, embedded software, embedded software for  
131 agricultural equipment, firmware or a tool if the information is a trade secret and the usability of  
132 the part, embedded software, embedded software for agricultural equipment, firmware, or tool  
133 for the purpose of providing services is not diminished.

134 (e) Neither an original equipment manufacturer nor an equipment dealer is liable for  
135 faulty or otherwise improper repairs provided by independent repair providers or owners,  
136 including faulty or otherwise improper repairs that cause: (i) damage to agricultural equipment  
137 that occurs during such repairs; (ii) any indirect, incidental, special or consequential damages; or  
138 (iii) an inability to use, or a reduced functionality of a piece of agricultural equipment resulting  
139 from the faulty or otherwise improper repair.

140 (f) A manufacturer that provides data to an independent repair provider in compliance  
141 with this section is neither responsible nor liable to the owner, the independent repair provider or  
142 another party for any action that the independent repair provider or another party takes while  
143 using or relying on the data.



144 Section 3. (a) No contract or other arrangement, or renewal of a contract or existing  
145 arrangement, that an agricultural equipment original equipment manufacturer enters into shall:

146 (i) alter the terms of any contract or other arrangement in force between an original  
147 equipment manufacturer and an authorized repair provider, including the performance or  
148 provision of warranty or recall repair work and any exclusivity or noncompete clause in a  
149 contract;

150 (ii) authorize an independent repair provider or owner to: (A) make any modification to  
151 agricultural equipment that deactivates a safety notification system, except as necessary to  
152 provide services; (B) access any function of a tool that enables the independent repair provider or  
153 owner to change the settings for a piece of agricultural equipment in a manner that brings the  
154 equipment out of compliance with any applicable federal, state, or local safety or emissions law,  
155 except as necessary to provide services; (C) evade emissions, copyright, trademark or patent  
156 laws; or (D) engage in any other illegal equipment modification activities;

157 (iii) require a manufacturer to provide an independent repair provider or owner access to  
158 information, other than documentation, that the manufacturer provides to an authorized repair  
159 provider pursuant to a contract or other arrangement with the authorized repair provider; or

160 (iv) exempt a manufacturer from a products liability claim that is otherwise authorized in  
161 law.

162 (b)(1) With respect to a contract or other arrangement, or renewal of a contract or existing  
163 arrangement, that an original equipment manufacturer enters into after January 1, 2027 any  
164 contract term, provision, agreement or language in the contract or arrangement that waives,

165 avoids, restricts or limits the manufacturer's obligations under this chapter shall be void and  
166 unenforceable.

167 (2) If an agricultural equipment manufacturer enters into, or is covered under, a  
168 nationwide memorandum of understanding regarding a right to repair agricultural equipment, the  
169 memorandum of understanding governs an owner's right to provide services, or to engage the  
170 services of an independent repair provider, for that manufacturer's brand of agricultural  
171 equipment; except that, if compliance with the memorandum of understanding would deny the  
172 owner any rights afforded to the owner in this chapter, including any rights to documentation,  
173 data, tools or embedded software for agricultural equipment necessary for the diagnosis,  
174 maintenance or repair of the owner's agricultural equipment, the owner is entitled to the  
175 documentation, data, tools or embedded software for agricultural equipment in accordance with  
176 this chapter. An agricultural equipment manufacturer that enters into a memorandum of  
177 understanding is still obligated to meet the requirements established under this chapter.

178 SECTION 2 . This act shall take effect on January 1, 2027.