

Senate Bill 1163

Sponsored by Senator SOLLMAN

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: Requires a person that makes or sells farm equipment to give items to an owner that are needed to look at, maintain or fix the equipment. Says what else the person must do to let the owner fix the equipment. Says that the state can fine the person for a violation of the Act. (Flesch Readability Score: 75.7).

Requires an original equipment manufacturer to make available on fair and reasonable terms to a public body that owns or leases agricultural equipment any documentation, tool, part, embedded software, firmware, data or other device or implement for diagnosing, maintaining, repairing or updating the agricultural equipment that the original equipment manufacturer makes available to an authorized service provider. Specifies additional obligations for the original equipment manufacturer.

Permits the Attorney General in response to a complaint to make an investigative demand of an original equipment manufacturer that appears to have violated the Act. Specifies the contents of the investigative demand and the method of service. Subjects an original equipment manufacturer that violates the Act to a civil penalty of not more than \$1,000 for each day of the violation.

A BILL FOR AN ACT

1
2 Relating to a right to repair agricultural equipment; creating new provisions; and amending ORS
3 180.095.

4 **Be It Enacted by the People of the State of Oregon:**

SECTION 1. (1) As used in this section and section 2 of this 2025 Act:

6 **(a)(A) "Agricultural equipment" means equipment that an owner purchases or leases for**
7 **use in a farming or ranching operation, such as:**

8 **(i) A tractor, trailer, combine, sprayer, tillage implement, baler and similar or related**
9 **equipment for planting, cultivating or harvesting agricultural products or enabling ranching;**
10 **and**

11 **(ii) Attachments to and repair parts for equipment described in sub-subparagraph (i) of**
12 **this subparagraph.**

13 **(B) "Agricultural equipment" does not include:**

14 **(i) A self-propelled motor vehicle designed primarily to transport individuals or property**
15 **on a street or highway;**

16 **(ii) A vehicle used for sport;**

17 **(iii) An aircraft used in an agricultural operation; or**

18 **(iv) Equipment designed and used primarily for irrigation.**

19 **(b) "Authorized service provider" means:**

20 **(A) A person that has an arrangement with an original equipment manufacturer under**
21 **which:**

22 **(i) The original equipment manufacturer grants a license to the person for the use of,**
23 **or otherwise permits the person to use, the original equipment manufacturer's trade name,**
24 **service mark or other proprietary identification for the purpose of offering the services of**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 **diagnosing, maintaining, repairing or updating agricultural equipment the original equipment**
2 **manufacturer makes or sells; or**

3 **(ii) The person offers the services of diagnosing, maintaining, repairing or updating ag-**
4 **ricultural equipment on behalf of the original equipment manufacturer or under the original**
5 **equipment manufacturer's warranty; or**

6 **(B) An original equipment manufacturer, but only in instances where the original equip-**
7 **ment manufacturer does not have an arrangement described in subparagraph (A) of this**
8 **paragraph and offers the services of diagnosing, maintaining, repairing or updating agricul-**
9 **tural equipment that the original equipment manufacturer makes or sells.**

10 **(c) "Data" means information about or derived from an owner's operation of agricultural**
11 **equipment that is transmitted to an original equipment manufacturer, or another person,**
12 **with the owner's consent.**

13 **(d) "Documentation" means any manual, diagram, schematic diagram, reporting output,**
14 **service code description, security code, password or other guidance or information that en-**
15 **ables a person to diagnose, maintain, repair or update agricultural equipment.**

16 **(e) "Embedded software" means any programmable instructions an original equipment**
17 **manufacturer provides in firmware delivered with or embedded in agricultural equipment for**
18 **the purpose of operating the agricultural equipment or otherwise enabling the agricultural**
19 **equipment to function in accordance with specifications, such as:**

20 **(A) Patches and fixes;**

21 **(B) An internal operating system or basic internal operating system; or**

22 **(C) Machine code, assembly code, root code or microcode used for the purpose of enabling**
23 **the agricultural equipment to operate or function in accordance with specifications.**

24 **(f) "Equipment dealer" means a person that engages in the retail sale of agricultural**
25 **equipment.**

26 **(g) "Fair and reasonable terms" means equitable terms upon which an owner and original**
27 **equipment manufacturer agree that govern the conditions under which the original equip-**
28 **ment manufacturer makes available to the owner documentation, a tool, a part, embedded**
29 **software, firmware, data or another device or implement for diagnosing, maintaining, re-**
30 **pairing or updating agricultural equipment.**

31 **(h) "Firmware" means software or a set of instructions programmed directly into agri-**
32 **cultural equipment or a part for the purpose of allowing agricultural equipment to operate**
33 **or function in accordance with specifications.**

34 **(i) "Original equipment manufacturer" means a person that engages in the business of**
35 **selling, leasing or otherwise supplying to another person agricultural equipment that the**
36 **person makes or has made on the person's behalf.**

37 **(j) "Owner" means a public body, as defined in ORS 174.109, that purchases or leases**
38 **agricultural equipment for a public purpose using public funds, as defined in ORS 295.001.**

39 **(k) "Part" means a new or used replacement component for agricultural equipment that**
40 **an original equipment manufacturer makes available for the purpose of maintaining, repair-**
41 **ing or updating agricultural equipment that the original equipment manufacturer makes or**
42 **sells.**

43 **(L) "Parts pairing" means an original equipment manufacturer's practice of using soft-**
44 **ware to identify parts by means of a unique identifier.**

45 **(m) "Tool" means software, a hardware implement or an apparatus by means of which**

1 a person can diagnose, maintain, repair or update agricultural equipment including any
 2 software, or a mechanism that provisions, programs or pairs a new part, calibrates
 3 functionality or performs another function that is necessary to update or restore agricul-
 4 tural equipment to a fully functional condition.

5 (n) "Trade secret" has the meaning given that term in ORS 646.461.

6 (2)(a) An original equipment manufacturer shall make available to an owner on fair and
 7 reasonable terms any documentation, tool, part, embedded software, firmware, data or other
 8 device or implement that the original equipment manufacturer makes available to an au-
 9 thorized service provider for the purpose of diagnosing, maintaining, repairing or updating
 10 agricultural equipment that the original equipment manufacturer makes or sells and that is
 11 sold or used in this state.

12 (b) An original equipment manufacturer shall provide to the owner any documentation,
 13 tool, part, embedded software, firmware, data or other device or implement that is necessary
 14 to disable, unlock, relock or reset any electronic security lock or security measure that,
 15 unless disabled or unlocked, would prevent diagnosing, maintaining, repairing or updating the
 16 agricultural equipment. The original equipment manufacturer may use or require the owner
 17 to use a reasonable and appropriate secure release system to carry out the requirement set
 18 forth in this paragraph.

19 (c) For agricultural equipment that is manufactured for the first time, and first sold or
 20 used in this state, after January 1, 2026, an original equipment manufacturer may not use
 21 parts pairing to:

22 (A) Prevent or inhibit an owner from installing or enabling the function or operation of
 23 an otherwise functional replacement part or a component of agricultural equipment, includ-
 24 ing a replacement part or a component that the original equipment manufacturer has not
 25 approved;

26 (B) Reduce the functionality or performance of agricultural equipment; or

27 (C) Cause agricultural equipment to display an alert or warning about an unidentified
 28 part if:

29 (i) The alert or warning is misleading; and

30 (ii) The owner cannot dismiss the alert or warning immediately.

31 (3) The terms under which an original equipment manufacturer makes available docu-
 32 mentation, a tool, a part, embedded software, firmware, data or another device or imple-
 33 ment under subsection (2)(a) or (6)(a) and (c) of this section are fair and reasonable if the
 34 terms specify:

35 (a) The condition, cost, timeliness of delivery and quality of the documentation, tool,
 36 part, embedded software, firmware, data or other device or implement that the original
 37 equipment manufacturer makes available to the owner; and

38 (b) That the original equipment manufacturer must:

39 (A) Make documentation available to the owner at no charge, except that the original
 40 equipment manufacturer may charge for the reasonable and actual costs of printing, pre-
 41 paring or delivering documentation that an owner requests in print; and

42 (B) Make parts available to an owner directly or through another person at costs and on
 43 terms that are equivalent to the most favorable costs and terms at which the original
 44 equipment manufacturer offers the parts to an authorized service provider and that:

45 (i) Account for any discount, rebate, convenient means of delivery, means of enabling

1 fully restored and updated functionality, rights of use or other incentive or preference the
2 original equipment manufacturer offers to an authorized service provider, or that impose
3 only those additional costs, burdens or impediments on an owner that the original equipment
4 manufacturer also imposes on an authorized service provider;

5 (ii) Do not impose a substantial condition, obligation or restriction that is not reasonably
6 necessary to enable an owner to diagnose, maintain, repair or update agricultural equipment
7 that the original equipment manufacturer makes or sells, including a condition that requires
8 the owner to enter into an arrangement described in subsection (1)(b)(A) of this section; and

9 (iii) Do not require that a tool, part, embedded software, firmware or other device or
10 implement be registered with the original equipment manufacturer or paired with agricul-
11 tural equipment by means of a unique identifier or method before the tool, part, embedded
12 software, firmware or other device or implement functions or becomes operational.

13 (4) Any provision of a contract or other agreement between an original equipment man-
14 ufacturer and an owner that purports to waive, avoid, restrict or limit the original equip-
15 ment manufacturer's obligations under this section is void and unenforceable.

16 (5) If an original equipment manufacturer enters into or is covered by a nationwide
17 memorandum of understanding with respect to a right to repair agricultural equipment, the
18 terms and conditions of the memorandum of understanding govern the extent of the original
19 equipment manufacturer's obligations to the owner for agricultural equipment the original
20 equipment manufacturer makes or sells, except that:

21 (a) The terms and conditions of the memorandum of understanding may not provide
22 protections that are less favorable to the owner than the protections provided under this
23 section; and

24 (b) To the extent that a conflict exists between the terms and conditions in the memo-
25 randum of understanding and the provisions of this section, the provisions of this section
26 control and specify the original equipment manufacturer's obligations to the owner.

27 (6) This section does not:

28 (a) Require an original equipment manufacturer to disclose a trade secret or license in-
29 tellectual property, including copyrights or patents, to an owner except as necessary to
30 provide, on fair and reasonable terms, any documentation, tool, part, embedded software,
31 firmware, data or other device or implement used to diagnose, maintain, repair or update
32 agricultural equipment. An original equipment manufacturer may withhold information
33 about agricultural equipment or a component, design, function or process related to a tool,
34 part, embedded software, firmware, data or other device or implement if:

35 (A) The information is a trade secret and withholding the information does not diminish
36 the operation or function of the agricultural equipment, tool, part, embedded software,
37 firmware, data or other device or implement; and

38 (B) The original equipment manufacturer does not claim that the agricultural equipment,
39 a tool, a part, embedded software, firmware, data or another device or implement is itself a
40 trade secret.

41 (b) Alter the terms of any agreement or arrangement between an original equipment
42 manufacturer and an authorized service provider including, but not limited to, the authorized
43 service provider's performance or provision of warranty service or recall repair work on the
44 original equipment manufacturer's behalf under the agreement or arrangement, except that
45 any provision in the agreement or arrangement that purports to waive, restrict or limit the

1 original equipment manufacturer's compliance with this section is void and unenforceable.

2 (c) Impose liability upon an original equipment manufacturer or an equipment dealer for
 3 any bodily injury to an employee of the owner, for improper or faulty repairs or for damage
 4 to or reduced functionality of agricultural equipment that an owner causes while diagnosing,
 5 maintaining, repairing or updating the agricultural equipment using documentation, tools,
 6 parts or other devices or implements that the original equipment manufacturer made avail-
 7 able on fair and reasonable terms to an owner before the date of the diagnosis, maintenance,
 8 repair or update, except that an original equipment manufacturer remains liable to the ext-
 9 tent that the laws of this state provide for strict liability for defects in the design or manu-
 10 facture of the agricultural equipment or the original equipment manufacturer's negligence
 11 in designing, providing or making available the agricultural equipment or documentation, a
 12 tool, a part, embedded software, firmware, data or another device or implement used to di-
 13 agnose, maintain, repair or update the agricultural equipment.

14 (d) Require an original equipment manufacturer to make available special documentation,
 15 tools, parts or other devices or implements that would disable or override, without an
 16 owner's authorization, anti-theft or privacy security measures that the owner sets for agri-
 17 cultural equipment.

18 (e) Require an original equipment manufacturer to provide to an owner any part that the
 19 original equipment manufacturer no longer makes or no longer provides to authorized ser-
 20 vice providers.

21 (f) Authorize an owner, except to the extent necessary to diagnose, maintain, repair or
 22 update agricultural equipment, to:

23 (A) Modify agricultural equipment in a manner that deactivates a safety notification
 24 system; or

25 (B) Change the settings or configuration of agricultural equipment in a manner that
 26 brings the agricultural equipment out of compliance with applicable federal, state or local
 27 laws or rules that govern safety or emissions.

28 (g) Authorize an action by an owner that evades laws that govern an original equipment
 29 manufacturer's patent or trademark protections or that govern emissions or that consti-
 30 tutes any other otherwise illegal modification of agricultural equipment.

31 (h) Prohibit parts pairing for the purpose of reducing the functionality of a battery if a
 32 thermal event occurs.

33 **SECTION 2.** (1) If the Attorney General determines in response to a complaint from an
 34 owner that a person has or controls any information, documents, physical evidence or other
 35 material that is relevant to an investigation of a violation of section 1 of this 2025 Act, or
 36 that could lead to a discovery of relevant information in an investigation of a violation of
 37 section 1 of this 2025 Act, the Attorney General may execute and cause an investigative de-
 38 mand to be served upon the person. The investigative demand may require that the person:

39 (a) Appear and testify under oath at the time and place stated in the investigative de-
 40 mand;

41 (b) Answer written interrogatories; and

42 (c) Produce relevant information, documents, physical evidence or other material for
 43 examination at the time and place stated in the investigative demand.

44 (2) An investigative demand under this section must be served as provided in ORS 646.622
 45 and may be enforced as provided in ORS 646.626. Within the earlier of the return date spec-

1 **ified in the investigative demand or 20 days after the date on which the investigative demand**
 2 **was served, a person may petition a circuit court of this state to extend the return date or**
 3 **modify or set aside the investigative demand. The petition must state good cause, including**
 4 **any privileged material.**

5 **(3) Information the Attorney General obtains under this section that is a trade secret,**
 6 **as defined in ORS 192.345, is confidential and is not subject to public disclosure under ORS**
 7 **192.311 to 192.478.**

8 **(4) If the Attorney General finds in response to a complaint from an owner that a person**
 9 **has violated section 1 of this 2025 Act, the Attorney General may bring a civil action in a**
 10 **circuit court of this state to:**

11 **(a) Impose a civil penalty of not more than \$1,000 for each day in which the violation**
 12 **continues; or**

13 **(b) Obtain an injunction to restrain the violation.**

14 **(5) The Attorney General shall deposit the proceeds of any civil penalties the Attorney**
 15 **General recovers under this section into the Department of Justice Protection and Education**
 16 **Revolving Account created under ORS 180.095.**

17 **SECTION 3.** ORS 180.095, as amended by section 5, chapter 69, Oregon Laws 2024, is amended
 18 to read:

19 180.095. (1) The Department of Justice Protection and Education Revolving Account is created
 20 in the General Fund. All moneys in the account are continuously appropriated to the Department
 21 of Justice and may be used to pay for only the following activities:

22 (a) Restitution and refunds in proceedings described in paragraph (c) of this subsection;

23 (b) Consumer and business education relating to the laws governing antitrust and unlawful trade
 24 practices; and

25 (c) Personal services, travel, meals, lodging and all other costs and expenses incurred by the
 26 department in investigating, preparing, commencing and prosecuting the following actions and suits,
 27 and enforcing judgments, settlements, compromises and assurances of voluntary compliance arising
 28 out of the following actions and suits:

29 (A) Actions and suits under the state and federal antitrust laws;

30 (B) Actions and suits under ORS 336.184 and 646.605 to 646.656;

31 (C) Actions commenced under ORS 59.331;

32 (D) Actions and suits under ORS 180.750 to 180.785;

33 (E) Actions and suits under ORS 646A.025;

34 (F) Actions commenced under ORS 646A.589; and

35 (G) Actions and suits under section 3, chapter 69, Oregon Laws 2024, **and section 2 of this 2025**
 36 **Act.**

37 (2) Moneys in the Department of Justice Protection and Education Revolving Account are not
 38 subject to allotment. Upon request of the Attorney General, the State Treasurer shall create sub-
 39 accounts within the account for the purposes of managing moneys in the account and allocating
 40 those moneys to the activities described in subsection (1) of this section.

41 (3) Except as otherwise provided by law, all sums of money received by the Department of Jus-
 42 tice under a judgment, settlement, compromise or assurance of voluntary compliance, including
 43 damages, restitution, refunds, attorney fees, costs, disbursements and other recoveries, but excluding
 44 civil penalties under ORS 646.642, in proceedings described in subsection (1)(c) of this section shall,
 45 upon receipt, be deposited with the State Treasurer to the credit of the Department of Justice Pro-

1 tecton and Education Revolving Account. However, if the action or suit was based on an expendi-
 2 ture or loss from a public body or a dedicated fund, the amount of such expenditure or loss, after
 3 deduction of attorney fees and expenses awarded to the department by the court or agreed to by the
 4 parties, if any, shall be credited to the public body or dedicated fund and the remainder thereof
 5 credited to the Department of Justice Protection and Education Revolving Account.

6 (4) If the Department of Justice recovers restitution or refunds in a proceeding described in
 7 subsection (1)(c) of this section, and the department cannot determine the persons to whom the
 8 restitution or refunds should be paid or the amount of the restitution or refund payable to individual
 9 claimants is de minimis, the restitution or refunds may not be deposited in the Department of Justice
 10 Protection and Education Revolving Account and shall be deposited in the General Fund.

11 (5) Before April 1 of each odd-numbered year, the Department of Justice shall report to the Joint
 12 Committee on Ways and Means:

13 (a) The department's projection of the balance in the Department of Justice Protection and Ed-
 14 ucation Revolving Account at the end of the biennium in which the report is made and at the end
 15 of the following biennium;

16 (b) The amount of the balance held for restitution and refunds;

17 (c) An estimate of the department's anticipated costs and expenses under subsection (1)(b) and
 18 (c) of this section for the biennium in which the report is made and for the following biennium; and

19 (d) Any judgment, settlement, compromise or other recovery, the proceeds of which are used for
 20 purposes other than:

21 (A) For deposit into the Department of Justice Protection and Education Revolving Account; or

22 (B) For payment of legal costs related to the judgment, settlement, compromise or other recov-
 23 ery.

24 (6) The Joint Committee on Ways and Means, after consideration of recommendations made by
 25 the Department of Justice, shall use the information reported under subsection (5) of this section to
 26 determine an appropriate balance for the revolving account.

27 **SECTION 4. Section 2 of this 2025 Act and the amendments to ORS 180.095 by section 3**
 28 **of this 2025 Act apply to violations of section 1 of this 2025 Act that occur on or after July**
 29 **1, 2026.**