

1 State of Arkansas
2 95th General Assembly
3 Regular Session, 2025
4

A Bill

HOUSE BILL 1852

5 By: Representative J. Moore
6 By: Senator Stone
7

For An Act To Be Entitled

9 AN ACT TO AMEND THE LAW REGARDING AGRICULTURAL
10 EQUIPMENT; TO ESTABLISH A RIGHT TO REPAIR FOR CERTAIN
11 AGRICULTURAL EQUIPMENT; AND FOR OTHER PURPOSES.
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Subtitle

14 TO ESTABLISH A RIGHT TO REPAIR FOR
15 CERTAIN AGRICULTURAL EQUIPMENT.
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18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
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20 SECTION 1. Arkansas Code Title 4, Chapter 96, is amended to add an
21 additional subchapter to read as follows:

Subchapter 4 – Right to Repair

22 4-96-401. Legislative intent.
23

24 It is the intent of the General Assembly to:

25 (1) Continue to enhance the ability of farmers to timely control
26 the lawful operation and upkeep of agricultural equipment;
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28 (2) Assure the timely availability, on fair and reasonable
29 terms, of tools, specialty tools, software, and documentation originating
30 from a manufacturer and data from the operation of agricultural equipment
31 originating from a manufacturer;

32 (3) Assure that no safety controls or protocols on agricultural
33 equipment are compromised through the modification of protective measures
34 installed for the benefit of agricultural equipment owners, operators, and
35 bystanders;

36 (4) Assure that the intellectual property of a manufacturer,



1 including copyrighted software, is fully protected from illegal infringement
 2 through the modification of embedded software; and

3 (5) Assure that compliance with federal and state emissions
 4 control requirements is not compromised through changes to power ratings or
 5 other modification of control measures installed for the purpose of complying
 6 with the Clean Air Act, 42 U.S.C. § 7401 et seq., as it existed on January 1,
 7 2025, and other environmental laws and regulations.

8
 9 4-96-402. Definitions.

10 As used in this subchapter:

11 (1)(A) "Agricultural equipment" means a product originating from
 12 a manufacturer when sold or leased for use in farming or other forms of
 13 agriculture that depends for its functioning, in whole or in part, on digital
 14 electronics embedded in or attached to it.

15 (B) "Agricultural equipment" includes without limitation
 16 the following pieces of equipment:

- 17 (i) A tractor;
- 18 (ii) A combine;
- 19 (iii) Harvesting equipment;
- 20 (iv) Tillage equipment;
- 21 (v) Planting, irrigation, or cultivating implements;
- 22 (vi) A baler; and
- 23 (vii) Other off-road vehicles primarily designed for
 24 use in an agricultural operation.

25 (C) "Agricultural equipment" does not include motor
 26 vehicles designed and sold primarily for passenger or property transportation
 27 on public roadways;

28 (2) "Authorized repair facility" means an individual or
 29 business:

30 (A) That has an arrangement for a definite or indefinite
 31 period with a manufacturer under which the manufacturer grants to the
 32 individual or business a permission, license, or franchise to use a trade
 33 name, service mark, or related characteristic for the purposes of offering
 34 diagnosis, repair, or maintenance services of agricultural equipment under
 35 the name of or on behalf of the manufacturer; or

36 (B) That is otherwise utilized by the manufacturer to

1 provide repair or maintenance services on agricultural equipment;

2 (3) "Code" means:

3 (A) Human or machine-readable information related to a
 4 performance issue arising from the operation of a farmer's agricultural
 5 equipment; or

6 (B) Information necessary to be transmitted to a farmer's
 7 agricultural equipment to maintain, repair, or activate the agricultural
 8 equipment or a part of the agricultural equipment;

9 (4) "Data" means transmitted or compiled information arising
 10 from the operation of a farmer's agricultural equipment or parts of the
 11 agricultural equipment;

12 (5) "Documentation" means a manual, diagram, reporting output,
 13 service code description, schematic, or other guidance or information used in
 14 affecting the services of diagnosis, maintenance, repair, or upgrade of
 15 agricultural equipment;

16 (6)(A) "Embedded software" means programmable instructions
 17 provided on firmware delivered with or loaded to the agricultural equipment,
 18 with respect to agricultural equipment operation, including all relevant
 19 patches and fixes made by the manufacturer including without limitation:

- 20 (i) Basic internal operating system;
- 21 (ii) Internal operating system;
- 22 (iii) Machine code;
- 23 (iv) Assembly code;
- 24 (v) Root code; and
- 25 (vi) Microcode.

26 (B) "Embedded software" includes a software program or set
 27 of instructions programmed on agricultural equipment or on a part of the
 28 agricultural equipment to allow the agricultural equipment or part of the
 29 agricultural equipment to communicate within the agricultural equipment or
 30 with other computer hardware;

31 (7)(A) "Fair and reasonable" means equitable terms for access to
 32 or receipt of an item pertaining to agricultural equipment, including any
 33 tools, specialty tools, software, and documentation.

34 (B) "Fair and reasonable" includes a consideration of
 35 relevant factors, including without limitation the manufacturer's suggested
 36 retail price and the distribution model of a respective item;

1 (8) "Farmer" means:

2 (A) An individual or business engaged in agriculture as a
 3 means of livelihood or commerce, including without limitation the production
 4 of crops, livestock, or aquaculture, excluding recreational fishing; and

5 (B) That owns or leases agricultural equipment;

6 (9) "Independent repair facility" means an individual or
 7 business that is not affiliated with an authorized repair facility or a
 8 manufacturer with respect to agricultural equipment but is:

9 (A) Engaged in diagnosing, maintaining, or repairing
 10 agricultural equipment generally; and

11 (B) Is willing and capable of repairing agricultural
 12 equipment if provided access to tools, specialty tools, software, and
 13 documentation regarding the agricultural equipment, whether or not the
 14 individual or business is a farmer;

15 (10) "Manufacturer" means an entity engaged in the business of
 16 selling, leasing, or otherwise supplying new agricultural equipment
 17 manufactured by or on behalf of the manufacturer to an individual or a
 18 business;

19 (11) "Specialty tool" means a mechanical implement originating
 20 from a manufacturer that is necessary for facilitation of mechanical or
 21 electronic maintenance, repair, or upgrade of the manufacturer's agricultural
 22 equipment that is not generally available other than from the manufacturer's
 23 authorized repair facilities; and

24 (12)(A) "Tool" means software, a hardware implement, a specialty
 25 hardware implement, or other apparatus originating from the manufacturer used
 26 for data readout, diagnosis, maintenance, or repair of agricultural
 27 equipment.

28 (B) "Tool" includes without limitation software or other
 29 mechanisms that calibrate functionality or perform any other function
 30 required to operate, maintain, upgrade, activate, or bring the agricultural
 31 equipment back to a fully functional condition.

32
 33 4-96-403. Manufacturer obligations.

34 (a) A manufacturer shall ensure that a farmer, a farmer's staff
 35 member, or an independent technician assisting a farmer at the farmer's
 36 request, and an independent repair facility:

1 (1) Has electronic access on fair and reasonable terms to the
 2 manufacturer’s tools, specialty tools, software, and documentation, including
 3 without limitation:

4 (A) Manuals related to operation, parts, and service;

5 (B) Product service demonstrations, training, seminars, or
 6 clinics;

7 (C) On-board diagnostics via a diagnostics port or
 8 wireless interface; and

9 (D) Other publications with information on operation,
 10 parts, service, and safety;

11 (2) Has access to obtain, per subscription or sale,
 12 manufacturer’s tools, specialty tools, software, and documentation from the
 13 manufacturer or from an authorized repair facility on fair and reasonable
 14 terms;

15 (3) Has electronic access on fair and reasonable terms to
 16 manufacturer’s codes and data; and

17 (4) Makes available, with a farmer’s authorization, codes and
 18 data to the farmer’s selected independent repair facility.

19 (b) This subchapter does not require a manufacturer to:

20 (1) Divulge trade secrets, proprietary information, or
 21 confidential information;

22 (2) Allow owners or independent repair facilities to override
 23 safety features or emissions controls or to adjust agricultural equipment
 24 power levels; or

25 (3) Violate any federal, state, or local laws or regulations.

26
 27 4-96-404. Provision to farmers on fair and reasonable basis.

28 (a)(1) If a manufacturer provides to an authorized repair facility a
 29 tool, specialty tool, software, or documentation for functions listed in § 4-
 30 96-403(a)(1) separately or as fully or partially integrated software, the
 31 manufacturer shall ensure that the tool, specialty tool, software, and
 32 documentation are available to a farmer on a fair and reasonable basis.

33 (2) Subdivision (a)(1) of this section shall apply whether the:

34 (A) Tool, as part of software or otherwise, or specialty
 35 tool is purchased, leased, or subscribed to; or

36 (B) Fulfillment is made directly by the manufacturer or an

1 authorized repair facility.

2 (b) When a manufacturer receives a code or real-time data with respect
3 to the in-field operation of a farmer's agricultural equipment, the
4 manufacturer shall ensure that the code or data is also available to the
5 farmer using the agricultural equipment.

6 (c) Subject to the limitations of § 4-96-403(b), a manufacturer shall
7 make available on fair and reasonable terms to a farmer that owns or leases
8 agricultural equipment manufactured by or on behalf of the manufacturer the
9 tools, specialty tools, software, and documentation, inclusive of any updates
10 to information or embedded software, for diagnosis, maintenance, or repair
11 purposes of the agricultural equipment.

12 (d) For agricultural equipment that contains an electronic lock,
13 immobilizer, or other security-related function, subject to the limitations
14 of § 4-96-403(b), a manufacturer shall make available to the farmer on fair
15 and reasonable terms any special documentation and tools needed to:

16 (1) Disable the lock, immobilizer, or other security-related
17 function; and

18 (2) Reset the lock when disabled in the ordinary course of
19 diagnosis, maintenance, or repair of the agricultural equipment.

20 (e) To the extent practicable and as a manufacturer deems secure,
21 subject to the limitations of § 4-96-403(b), tools, specialty tools,
22 software, and documentation shall be provided on a remote, immediate basis,
23 whether delivery is made from the manufacturer or through an authorized
24 repair facility.

25 (f) A manufacturer shall provide a farmer and an independent repair
26 facility with an opportunity on fair and reasonable terms to acquire any
27 software integrally with or within a tool or subsequently as necessary for
28 the operation, maintenance, repair, or upgrade of the agricultural equipment
29 or a mechanical part of the agricultural equipment.

30 (g) A manufacturer is not required to sell tools, specialty tools,
31 software, or documentation if the tools, specialty tools, software, or
32 documentation are no longer available to the manufacturer or the authorized
33 repair facility of the manufacturer.

34 (h)(1) A manufacturer shall not prevent a farmer or independent repair
35 facility from legally fabricating or otherwise obtaining tools, specialty
36 tools, software, or documentation from a third party, whether or not the

1 tools, specialty tools, software, or documentation are currently available
2 from the manufacturer or an authorized repair facility, for use solely in the
3 ordinary course of his or her own lawful businesses and not for resale or
4 distribution.

5 (2) Subdivision (h)(1) of this section does not prevent or
6 preclude a manufacturer from pursuing an action to enforce a trademark,
7 copyright, or other claim of infringement regarding the manufacturer's
8 intellectual property.

9 (i) If an independent repair facility requests that a manufacturer
10 provide any tools, specialty tools, software, or documentation as provided to
11 farmers under subsections (a)–(h) of this section, or if a farmer makes a
12 request in connection with his or her own agricultural equipment, the
13 manufacturer shall provide the tools, specialty tools, software, or
14 documentation on fair and reasonable terms with respect to the independent
15 repair facility.

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