

House File 2763 - Reprinted

HOUSE FILE 2763

BY COMMITTEE ON WAYS AND MEANS

(SUCCESSOR TO HF 2709)

(SUCCESSOR TO HSB 751)

(As Amended and Passed by the House April 27, 2026)

A BILL FOR

1 An Act providing for services relating to agricultural
2 production, providing penalties, and including effective
3 date and applicability provisions.

4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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DIVISION I

AGRICULTURAL EQUIPMENT REPAIR

Section 1. NEW SECTION. 322H.1 Definitions.

As used in this chapter, unless the context otherwise requires:

1. a. *"Agricultural equipment"* means equipment that is primarily designed for use in a farming operation.

b. *"Agricultural equipment"* includes any of the following:

(1) A tractor, trailer, combine, sprayer, tillage implement, baler, and other equipment used to plant, cultivate, or harvest agricultural products.

(2) An attachment to and repair part for equipment described in subparagraph (1).

(3) *"Agricultural equipment"* does not include any of the following:

(a) A self-propelled vehicle designed primarily for the transportation of individuals or property on a street or highway.

(b) A powersports vehicle, including any of the following:

(i) A vehicle for off-road operation.

(ii) A personal watercraft that is a motorboat that is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel, and that is designed primarily for use off of the public highways, and that uses either an inboard motor powering a water jet pump or an outboard motor-driven propeller.

(iii) A snowmobile.

(c) Any aircraft used in an agricultural aircraft operation, as defined in 14 C.F.R. §137.3.

(d) Any equipment designed and used primarily for irrigation purposes.

2. a. *"Authorized repair provider"* means a person that is unaffiliated with a manufacturer other than through an arrangement with the manufacturer, whether for a definite or an

1 indefinite period, in which the manufacturer, for the purpose
2 of offering to provide services to an equipment owner regarding
3 the owner's equipment or a part, grants the person any of the
4 following:

5 (1) A license to use a trade name, service mark, or other
6 proprietary identifier.

7 (2) Authorization under any other arrangement to act on
8 behalf of the manufacturer.

9 *b. "Authorized repair provider"* includes a manufacturer that
10 offers to provide services to an owner of the manufacturer's
11 agricultural equipment regarding the owner's agricultural
12 equipment or a part if the manufacturer does not have an
13 arrangement with an unaffiliated person, as described in
14 paragraph "a".

15 3. *"Data"* means, with the consent of an owner, transmitted
16 or compiled information arising from the operation of an
17 owner's agricultural equipment or its parts.

18 4. *"Documentation"* means a manual; diagram, including a
19 schematic diagram; reporting output; service code description;
20 security code or password; or similar type of guidance or
21 information, whether in an electronic or tangible format, that
22 a manufacturer provides to an authorized repair provider to
23 assist the authorized repair provider with services performed
24 on the manufacturer's agricultural equipment or a part.

25 5. *a. "Embedded software for agricultural equipment"* means
26 any programmable instructions provided on firmware delivered
27 with or loaded to the agricultural equipment, with respect to
28 agricultural equipment operation.

29 *b. "Embedded software for agricultural equipment"* includes
30 all relevant patches and fixes that the manufacturer makes,
31 including but not limited to items described as a basic
32 internal operating system, internal operating system, machine
33 code, assembly code, root code, and microcode.

34 6. *"Equipment dealer"* means any person primarily engaged in
35 the retail sale of agricultural equipment.

- 1 7. *"Fair and reasonable terms and costs"* means the following:
- 2 *a.* With respect to obtaining documentation, embedded
3 software, firmware, or tools from a manufacturer to provide
4 services.
- 5 *b.* With respect to documentation, the manufacturer provides
6 the documentation, including any relevant updates to the
7 documentation, at no charge, except that the manufacturer may
8 charge a fee for a printed copy of the documentation if the
9 amount of the fee covers only the manufacturer's actual cost to
10 prepare and send the printed copy of the documentation.
- 11 *c.* With respect to tools that are software programs, the
12 manufacturer provides the tools that are software programs
13 subject to all of the following:
- 14 (1) At no charge and without requiring authorization or
15 internet access or otherwise imposing impediments to access or
16 use.
- 17 (2) In the course of effectuating the diagnosis,
18 maintenance, or repair and enabling the full functionality of
19 the agricultural equipment or part.
- 20 (3) In a manner that does not impair the efficient and
21 cost-effective performance of the agricultural equipment or
22 part.
- 23 *d.* Notwithstanding paragraph "a", parts shall be sold to an
24 owner or an independent repair provider under equitable terms
25 for access to or receipt of any part pertaining to agricultural
26 equipment and in a manner that is any of the following:
- 27 (1) Is fair to both parties in light of any agreed-upon
28 conditions, the promised quality, and the timeliness of the
29 delivery.
- 30 (2) Does not discourage or disincentivize repairs to be made
31 by an owner or an independent repair provider.
- 32 *e.* Terms are fair if the terms do not impose on an owner or
33 independent repair provider any of the following:
- 34 (1) Substantial obligation to use, or any restriction
35 on the use of, a part, embedded software, embedded software

1 for agricultural equipment, firmware, or tool, including a
2 condition that the owner or independent repair provider become
3 an authorized repair provider of the manufacturer.

4 (2) A requirement that a part, embedded software, embedded
5 software for agricultural equipment, firmware, or tool be
6 registered or paired with or approved by the manufacturer or an
7 authorized repair provider before the part, embedded software,
8 embedded software for agricultural equipment, firmware, or tool
9 is operational.

10 8. *"Firmware"* means a software program or set of
11 instructions programmed on equipment or a part to allow the
12 equipment or part to function or communicate with itself or
13 with other computer hardware.

14 9. a. *"Independent repair provider"*, except as otherwise
15 provided in paragraph "b", means a person in the state that is
16 all of the following:

17 (1) Neither a manufacturer's authorized repair provider nor
18 affiliated with a manufacturer's authorized repair provider.

19 (2) Engaged in offering or providing services.

20 b. *"Independent repair provider"* includes all of the
21 following:

22 (1) An authorized repair provider if the authorized repair
23 provider is offering or providing services for a manufacturer
24 other than a manufacturer with which the authorized repair
25 provider has an arrangement described in subsection 2.

26 (2) A manufacturer with respect to offering or providing
27 services for another manufacturer's agricultural equipment or
28 part.

29 10. *"Original equipment manufacturer"* or *"manufacturer"*
30 means a person doing business in the state and engaged in
31 the business of selling, leasing, or otherwise supplying
32 agricultural equipment or parts manufactured by or on behalf of
33 itself to any individual, business, or other entity.

34 11. *"Owner"* means a person that owns agricultural equipment,
35 or an agent of the owner.

1 12. "*Part*" means a new or used replacement part for
2 agricultural equipment that a manufacturer offers for sale
3 or otherwise makes available for the purpose of providing
4 services.

5 13. "*Services*" means diagnostic, maintenance, or repair
6 services performed on agricultural equipment.

7 14. "*Tools*" means any software program, hardware implement,
8 or other apparatus used for diagnosis, maintenance, or repair
9 of agricultural equipment or parts, including software or
10 another mechanism that provides, programs, or pairs a new
11 part, calibrates functionality, or performs any other function
12 required to return the agricultural equipment or part to a
13 fully functional condition.

14 15. *a.* "*Trade secret*" means the whole or any portion or
15 phase of any scientific or technical information, design,
16 process, procedure, formula, improvement, or confidential
17 business or financial information; a listing of names,
18 addresses, or telephone numbers; or other information relating
19 to any business or profession that is secret and of value.

20 *b.* To be a trade secret, the owner thereof must have taken
21 measures to prevent the secret from becoming available to
22 persons other than those selected by the owner to have access
23 thereto for limited purposes.

24 **Sec. 2. NEW SECTION. 322H.2 Agricultural equipment —**
25 **obligations regarding services — exemption.**

26 1. Except as provided in subsection 2, all of the following
27 apply:

28 *a.* For the purpose of providing services for agricultural
29 equipment in the state, an original equipment manufacturer
30 shall, with fair and reasonable terms and costs, make
31 available to an independent repair provider or owner of the
32 manufacturer's equipment any documentation, parts, embedded
33 software, embedded software for agricultural equipment,
34 firmware, tools, or, with owner authorization, data that are
35 intended for use with the equipment or any part, including

1 updates to documentation, parts, embedded software, embedded
2 software for agricultural equipment, firmware, tools, or, with
3 owner authorization, data.

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

17 2. Subsection 1 does not apply to any of the following:

18 *a.* A part that is no longer available to the original
19 equipment manufacturer.

20 *b.* Conduct that would require the manufacturer to divulge
21 a trade secret, except that a manufacturer shall not refuse
22 to make available to an independent repair provider or owner
23 any documentation, part, embedded software, embedded software
24 for agricultural equipment, firmware, tool, or, with owner
25 authorization, data necessary to provide services on grounds
26 that the documentation, part, embedded software, embedded
27 software for agricultural equipment, firmware, tool, or, with
28 owner authorization, data itself is a trade secret.

29 3. Neither an original equipment manufacturer nor an
30 agricultural equipment dealer is liable for faulty or otherwise
31 improper repairs provided by an independent repair provider
32 or owner, including faulty or otherwise improper repairs that
33 cause any of the following:

34 *a.* Damage to agricultural equipment that occurs during such
35 repairs.

1 4. Concentration of agricultural data collection and
2 transformation in a small number of equipment manufacturers and
3 platform companies tends to harm Iowa agricultural producers
4 and rural communities.

5 5. Agriculture is a sector of critical importance to Iowa's
6 economy, food security, and community development.

7 6. Raw agricultural data, consisting of factual
8 observations and measurements generated directly from
9 agricultural equipment or agricultural production operations,
10 cannot be copyrighted under federal law, but when raw
11 agricultural data is transformed through creative processes,
12 analytical methods, or proprietary algorithms, the transformed
13 agricultural data may be considered intellectual property and
14 is eligible for full ownership protection.

15 7. Establishing clear agricultural data ownership
16 principles that recognize agricultural producers' full
17 copyright ownership of transformed agricultural data will
18 empower agricultural producers to capture fair market value
19 for their data while promoting transparency, competition, and
20 innovation in the agricultural sector.

21 8. Preventing excessive market concentration in
22 agricultural data collection and transformation is essential
23 to preserving competitive markets, ensuring fair prices for
24 agricultural producers, and avoiding the harms associated with
25 monopolistic practices.

26 9. It is therefore in the best interests of the people
27 of Iowa to establish clear and comprehensive regulation of
28 agricultural data ownership and use in support of agricultural
29 producers, the agricultural industry, and rural communities.

30 Sec. 5. NEW SECTION. 322I.3 Definitions.

31 As used in this chapter, unless the context otherwise
32 requires:

33 1. "*Agricultural equipment*" means the same as defined in
34 section 322H.1.

35 2. "*Agricultural producer*" or "*producer*" means a person

1 engaged in an agricultural production operation as a landowner,
2 tenant farmer, contract grower, livestock owner, or other
3 agricultural operator.

4 3. "*Agricultural production operation*" means any activity
5 conducted for the purpose of producing an agricultural
6 commodity, including crop production, livestock production,
7 aquaculture, viticulture, or similar activities.

8 4. "*Data owner*" means a person that holds ownership rights
9 in raw agricultural data or transformed agricultural data under
10 section 322I.4.

11 5. a. "*Data service provider*" means a person that
12 collects, receives, accesses, transmits, stores, processes,
13 transforms, aggregates, analyzes, sells, licenses, or
14 otherwise commercializes raw agricultural data or transformed
15 agricultural data.

16 b. "*Data service provider*" includes all of the following:

17 (1) An original equipment manufacturer, as defined in
18 section 322H.1.

19 (2) A platform provider that operates a digital platform,
20 application, or service through which raw agricultural data or
21 transformed agricultural data is collected, created, stored,
22 transmitted, processed, or otherwise made available.

23 (3) A data aggregator that collects, compiles, or processes
24 raw agricultural data from multiple agricultural producers.

25 (4) An entity that transforms raw agricultural data into
26 transformed agricultural data.

27 (5) An entity that sells, licenses, or otherwise
28 commercializes raw agricultural data or transformed
29 agricultural data.

30 6. "*Data transaction*" means any sale, license, transfer,
31 subscription, grant of access, or other commercial exchange
32 of transformed agricultural data or of an ownership right in
33 transformed agricultural data, whether for a one-time payment,
34 recurring fees, royalties, or other consideration.

35 7. "*Department*" means the department of agriculture and land

1 stewardship.

2 8. "*Landowner*" means a person that is a titleholder, or
3 holds a fee simple interest, a life estate interest, or other
4 possessory interest, in agricultural land.

5 9. "*Livestock*" means the same as defined in section 717.1.

6 10. "*Livestock owner*" means a person that holds ownership
7 rights in livestock.

8 11. "*Markets for transformed agricultural data*" means the
9 commercial channels and purchasers of transformed agricultural
10 data, including all of the following:

11 a. Crop insurance companies and reinsurers seeking actuarial
12 data and risk assessments.

13 b. Seed companies and agricultural biotechnology firms
14 seeking performance validation data.

15 c. Commodity traders and futures markets seeking supply
16 forecasts and production analytics.

17 d. Agricultural lenders and financial institutions seeking
18 creditworthiness assessments and collateral valuations.

19 e. Carbon credit registries and environmental markets
20 seeking sequestration verification.

21 f. Government agencies seeking program compliance
22 verification or statistical data.

23 g. Food processors and retailers seeking supply chain
24 transparency and sustainability documentation.

25 h. Agricultural input suppliers seeking market intelligence
26 and demand forecasting.

27 i. Land valuation services and real estate markets seeking
28 productivity assessments.

29 j. Research institutions and universities seeking data for
30 agricultural studies.

31 k. Water districts and drainage districts seeking usage
32 optimization data.

33 l. Any other commercial, governmental, academic, or
34 nonprofit entity that derives value from transformed
35 agricultural data.

1 12. a. "*Raw agricultural data*" means unprocessed
2 factual information and all data generated directly from an
3 agricultural production operation, agricultural equipment
4 operation, or agricultural land, and that satisfies both of the
5 following:

6 (1) Has not been converted to transformed agricultural
7 data.

8 (2) Consists of factual observations and measurements that
9 cannot be copyrighted under federal copyright law.

10 b. "*Raw agricultural data*" includes all of the following:

11 (1) Yield data, soil data, crop data, and field data as
12 directly recorded by equipment or by manual observation.

13 (2) Precision agricultural data, including global
14 positioning system coordinates, application rates, and sensor
15 readings.

16 (3) Equipment operation data, diagnostic data, telematics
17 data, and machine performance data as generated by equipment
18 systems.

19 (4) Livestock data, including health records, production
20 metrics, breeding data, and performance measurements.

21 (5) Weather data, environmental data, and climate data
22 specific to agricultural production operations.

23 (6) Input data, including seed, fertilizer, pesticide,
24 herbicide, diesel exhaust fluid, and fuel usage data.

25 (7) Financial data specific to agricultural production
26 operations.

27 13. "*Transformed agricultural data*" means raw agricultural
28 data that has been processed, analyzed, aggregated, compiled,
29 or otherwise transformed through the application of proprietary
30 algorithms, analytical methods, creative arrangement, or other
31 intellectual processes sufficient to produce information that
32 may be copyrighted as intellectual property under federal
33 copyright law, including all of the following:

34 a. Agronomic analyses and recommendations derived from raw
35 agricultural data.

- 1 *b.* Predictive models and yield forecasts based on historical
2 and current data.
- 3 *c.* Field prescriptions and variable-rate application maps.
- 4 *d.* Comparative benchmark reports and performance analyses.
- 5 *e.* Validated farming practices documented and substantiated
6 through operational data.
- 7 *f.* Crop insurance risk assessments and actuarial analyses.
- 8 *g.* Carbon sequestration quantification and environmental
9 credit documentation.
- 10 *h.* Supply chain optimization analyses and logistical models.
- 11 *i.* Equipment efficiency analyses and maintenance prediction
12 models.
- 13 *j.* Sustainability certifications and compliance
14 documentation.
- 15 *k.* Market timing analyses and commodity trading insights.
- 16 *l.* Input optimization recommendations and resource
17 efficiency analyses.
- 18 *m.* Any other compilation, analysis, or derivative work that
19 meets the originality threshold for copyright protection under
20 federal law.
- 21 **Sec. 6. NEW SECTION. 322I.4 Agricultural data ownership —**
22 **rights of agricultural producers.**
- 23 1. An agricultural producer that generates raw agricultural
24 data from the producer's agricultural equipment or agricultural
25 production operation retains ownership of that raw agricultural
26 data and may do all of the following:
 - 27 *a.* Access, possess, and control the raw agricultural data.
 - 28 *b.* Receive copies of the raw agricultural data in a
29 standardized, portable, machine-readable format from a data
30 service provider.
 - 31 *c.* Share the raw agricultural data with a data service
32 provider of the producer's choosing.
 - 33 *d.* Request deletion of the raw agricultural data from a data
34 service provider's systems.
 - 35 *e.* Receive information from a data service provider

1 regarding how the raw agricultural data is being used,
2 transformed, and commercialized.

3 *f.* Receive fair market value compensation from a data
4 service provider when the raw agricultural data is used
5 to create transformed agricultural data or is otherwise
6 commercialized.

7 2. An agricultural producer that provides raw agricultural
8 data to a data service provider that converts the raw
9 agricultural data into transformed agricultural data has full
10 ownership rights in the transformed agricultural data and may
11 do all of the following:

12 *a.* Copyright the transformed agricultural data.

13 *b.* Reproduce the transformed agricultural data.

14 *c.* Prepare, or contract for the preparation of, derivative
15 works based on the transformed agricultural data.

16 *d.* Distribute copies of the transformed agricultural data.

17 *e.* Display the transformed agricultural data publicly.

18 *f.* License or sell the transformed agricultural data in any
19 market and for any lawful purpose.

20 *g.* Receive fair market value compensation from a data
21 service provider when the transformed agricultural data is
22 commercialized by others.

23 3. *a.* Except as provided in subsection 2, 4, or 5,
24 raw agricultural data generated by a landowner from a crop
25 production operation, and transformed agricultural data derived
26 from that raw agricultural data, belongs to the landowner of
27 the agricultural land from which the raw agricultural data was
28 generated.

29 *b.* A landowner that leases land to a tenant farmer or other
30 agricultural producer retains ownership of the raw agricultural
31 data generated from crop production on that land unless
32 otherwise provided by written agreement between the landowner
33 and the tenant farmer or other agricultural producer.

34 4. *a.* Raw agricultural data generated from a livestock
35 operation, referred to in this chapter as "*livestock data*",

1 and transformed agricultural data derived from that raw
2 agricultural data, belongs to the owner of the livestock from
3 which the raw agricultural data was generated, regardless of
4 where the livestock is housed or whether a person other than
5 the livestock owner manages the livestock, unless otherwise
6 provided by written agreement between the parties.

7 **b.** A landowner of land on which a livestock operation is
8 conducted, and who is not the owner of the livestock, does
9 not own and has no claim to the livestock data generated from
10 the livestock operation unless otherwise provided by written
11 agreement between the owner of the livestock and the landowner.

12 **5. a.** Raw agricultural data generated from agricultural
13 equipment during an agricultural production operation that is
14 related to the use of the agricultural equipment, referred to
15 in this chapter as "*equipment operation data*", and transformed
16 agricultural data derived from that raw agricultural data,
17 belongs to the owner or lessee of the agricultural equipment
18 at the time the raw agricultural data was generated, unless
19 otherwise provided by written agreement between the parties.

20 **b.** In accordance with subsection 3, even if agricultural
21 equipment is used during crop production, raw agricultural data
22 generated from crop production belongs to the landowner if the
23 raw agricultural data is related to the crop production. If
24 the raw agricultural data is equipment operation data and is
25 related to the use of the agricultural equipment in the crop
26 production, the raw agricultural data belongs to the owner or
27 lessee of the agricultural equipment.

28 **6. a.** A data owner's rights regarding raw agricultural data
29 or transformed agricultural data granted under this chapter
30 shall not be waived or transferred by a browsewrap agreement,
31 a clickwrap agreement, terms of service, an end user license
32 agreement, or a similar instrument.

33 **b.** A data owner's rights regarding raw agricultural data
34 or transformed agricultural data may be waived, transferred,
35 or voided only if the data owner provides express, informed,

1 written consent that specifically acknowledges the waiver,
2 transfer, or voiding of that right.

3 7. *a.* This section does not prohibit parties from
4 negotiating alternative ownership and revenue-sharing
5 arrangements for raw agricultural data or transformed
6 agricultural data through written agreement.

7 *b.* An agricultural producer may negotiate ownership
8 and revenue-sharing arrangements for the producer's raw
9 agricultural data or transformed agricultural data, including
10 specific sharing arrangements for any of the following:

- 11 (1) Tenant farming.
- 12 (2) Sharecropping.
- 13 (3) A contract growing operation.
- 14 (4) A custom farming operation.
- 15 (5) An equipment leasing arrangement.

16 Sec. 7. NEW SECTION. 322I.5 Data monetization rights —
17 limits on data service providers — revenue sharing.

18 1. An agricultural producer may monetize, either directly
19 or through a data service provider of the producer's choosing,
20 the producer's transformed agricultural data by selling,
21 licensing, or otherwise commercializing the data in markets for
22 transformed agricultural data.

23 2. A data service provider shall not do any of the
24 following:

25 *a.* Prevent, restrict, or impede an agricultural producer
26 from monetizing the producer's transformed agricultural data
27 through third parties.

28 *b.* Limit or restrict the types of markets for transformed
29 agricultural data in which an agricultural producer may
30 participate.

31 *c.* Impose contractual provisions that grant the data service
32 provider exclusive rights to the agricultural producer's raw
33 agricultural data or transformed agricultural data without
34 fair market value compensation and the informed consent of the
35 agricultural producer.

1 *d.* Discriminate or retaliate against an agricultural
2 producer in terms, pricing, or service based on the producer's
3 monetization of transformed agricultural data.

4 3. When a data service provider sells, licenses, or
5 otherwise commercializes transformed agricultural data, all of
6 the following shall apply:

7 *a.* The data owner shall receive fair market value
8 compensation for the use of the data owner's transformed
9 agricultural data, and the compensation shall be disclosed by
10 the data service provider prior to the data transaction.

11 *b.* The data service provider shall provide the data
12 owner, upon request, with a transparent accounting of all
13 data transactions involving the data owner's transformed
14 agricultural data, including the markets in which the
15 transformed agricultural data was sold.

16 *c.* A revenue-sharing arrangement established between the
17 data owner and the data service provider shall be executed by
18 written agreement between the parties and shall specify the
19 percentage or amount of revenue paid to the data owner.

20 *d.* The data service provider may contract with other persons
21 to facilitate payment of revenue shares to data owners, but
22 shall not reduce or delay payments to the data owner.

23 Sec. 8. NEW SECTION. 322I.6 Enforcement — unfair or
24 deceptive trade practice — civil penalty — private right of
25 action.

26 1. A violation of section 322I.5 by a data service provider
27 is an unlawful practice under section 714.16.

28 2. *a.* The department shall serve as the first-line
29 receiving and investigating authority for a violation of
30 section 322I.5, and may do any of the following:

31 (1) Receive and investigate complaints alleging violations
32 of this chapter.

33 (2) Refer complaints to the attorney general for
34 enforcement under section 714.16.

35 (3) Publish annual reports on agricultural data market

1 concentration and compliance with this chapter.

2 *b.* The attorney general, on referral from the department or
3 upon the attorney general's own initiative, may bring an action
4 to enforce section 322I.5 under section 714.16, including an
5 action seeking injunctive relief, restitution, civil penalties,
6 and any other relief authorized by section 714.16.

7 3. *a.* In addition to any other penalty available under
8 section 714.16, a data service provider that violates section
9 322I.5 is subject to a civil penalty of not more than fifty
10 thousand dollars per violation.

11 *b.* Except for any relief awarded under subsection 4, a civil
12 penalty recovered by the attorney general or the department
13 under section 322I.5 shall be deposited in the general fund of
14 the state.

15 4. An agricultural producer or data owner aggrieved by a
16 violation of section 322I.5 may bring a civil action in a court
17 of competent jurisdiction and, upon prevailing, is entitled to
18 all of the following:

19 *a.* Actual damages or statutory damages of up to ten thousand
20 dollars per violation, whichever amount is greater.

21 *b.* Injunctive relief.

22 *c.* Reasonable attorney fees and costs.

23 5. The remedies provided in this section are cumulative and
24 are in addition to any other remedies available under law.

25 Sec. 9. NEW SECTION. 322I.7 Rulemaking.

26 The department may adopt rules pursuant to chapter 17A to
27 administer and enforce this chapter.

28 Sec. 10. NEW SECTION. 322I.8 Construction — relationship
29 to chapter 322H.

30 1. This chapter shall be construed independently of chapter
31 322H.

32 2. Except as otherwise expressly stated in statute, all of
33 the following apply:

34 *a.* The definition of "data" in section 322H.1 applies only
35 for purposes of chapter 322H.

1 *b.* The definitions of "*raw agricultural data*" and
2 "*transformed agricultural data*" in section 322I.3 apply only for
3 purposes of this chapter.

4 3. *a.* Nothing in this chapter limits, modifies,
5 or supersedes the obligations of an original equipment
6 manufacturer under chapter 322H.

7 *b.* Nothing in chapter 322H limits, modifies, or supersedes
8 the data ownership rights of an agricultural producer or data
9 owner under this chapter.

10 Sec. 11. Section 714.16, subsection 2, Code 2026, is amended
11 by adding the following new paragraph:

12 NEW PARAGRAPH. *t.* It is an unlawful practice for a person
13 that is a data service provider acting in the course of the
14 person's business to violate section 322I.5.

15 Sec. 12. EFFECTIVE DATE. This division of this Act takes
16 effect July 1, 2027.

17 Sec. 13. APPLICABILITY. This division of this Act applies
18 to transactions and conduct occurring on or after the effective
19 date of this division of this Act.