

Section 1 Header

2024 SESSION

24-2327.0

05/10

HOUSE BILL *[bill number]*

AN ACT relative to the right to repair certain educational technology.

SPONSORS: [sponsors]

COMMITTEE: [committee]

ANALYSIS

This bill requires the manufacturer of certain educational technology to provide authorized independent repair providers with the necessary parts and equipment for repair. The failure to do so would be a violation of the consumer protection act.

Explanation: Matter added to current law appears in ***bold italics.***
 Matter removed from current law appears ~~[in brackets and struckthrough.]~~
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty Four

AN ACT relative to the right to repair certain educational technology.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Short Title. This act may be cited as the educational technology right to repair act.

2 2 New Chapter; Repair of Educational Technology. Amend RSA by inserting after chapter 358-S
3 the following new chapter:

4 CHAPTER 358-T

5 REPAIR OF EDUCATIONAL TECHNOLOGY

6 358-T:1 Definitions. In this chapter:

7 I. "Authorized repair provider" means an individual or business who has an arrangement
8 with the original equipment manufacturer under which the original equipment manufacturer grants
9 to the individual or business a license to use a trade name, service mark, or other proprietary
10 identifier for the purposes of offering the services of diagnosis, maintenance, or repair of educational
11 technology equipment under the name of the original equipment manufacturer, or other
12 arrangement with the original equipment manufacturer to offer such services on behalf of the
13 original equipment manufacturer. An original equipment manufacturer who offers the services of
14 diagnosis, maintenance, or repair of its own educational technology equipment, and who does not
15 have an arrangement with an unaffiliated individual or business, shall be considered an authorized
16 repair provider with respect to educational technology equipment.

17 II. "Documentation" means any manual, diagram, reporting output; service code description,
18 schematic diagram, security codes, passwords, or other guidance or information used in effecting the
19 services of diagnosis, maintenance, or repair of educational technology equipment.

20 III. "Educational technology equipment" means any self-contained portable personal
21 computer, including accessories or attachments that come as standard equipment with the
22 computer, purchased by a publicly-funded school and used by students at home or in the classroom.
23 "Educational technology equipment" does not include devices that are sold through a retail seller or
24 under a specific business-to-business contract.

25 IV. "Fair and reasonable terms" means making available parts, tools, or documentation as
26 follows:

27 (a) That documentation is made available by the original equipment manufacturer at no
28 charge, except that, when the documentation is requested in physical printed form, a charge may be
29 included for the reasonable, actual costs of preparing and sending the copy;

30 (b) That tools are made available by the original equipment manufacturer at no charge
31 and without requiring authorization or Internet access for use or operation of the tool, or imposing

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1 impediments to access or use of the tools to diagnose, maintain, or repair and enable full
2 functionality of digital electronic equipment, or in a manner that impairs the efficient and cost-
3 effective performance of any the diagnosis, maintenance, or repair, except that, when the tool is
4 requested in physical form, a charge may be included for the reasonable, actual costs of preparing
5 and sending the tool; and

6 (c) That parts are made available by the original equipment manufacturer, either
7 directly or through an authorized repair provider, to independents repair providers and owners at
8 costs and terms that are equivalent to the most favorable costs and terms under which an original
9 equipment manufacturer offers the parts to an authorized repair provider and that:

10 (1) Accounts for any discount, rebate, convenient and timely means of delivery,
11 means of enabling fully restored and updated functionality, rights of use, or other incentive and
12 preference the original manufacturer offers to an authorized repair provider, or any additional cost,
13 burden, or impediment the original equipment manufacturer imposes on an owner or independent
14 repair provider;

15 (2) Is not conditioned on or imposing a substantial obligation or restriction that is
16 not reasonably necessary for enabling the owner or independent repair provider to engage in the
17 diagnosis, maintenance, or repair of equipment made by or on behalf of the original equipment
18 manufacturer; and

19 (3) Is not conditioned on an arrangement with the original equipment manufacturer.

20 V. "Independent repair provider" means an individual or business operating in this State
21 that is unaffiliated with an original equipment manufacturer that is engaged in the services of
22 diagnosis, maintenance, or repair of educational technology equipment.

23 VI. "Necessary software updates" means security updates to patch exploits that, if left
24 unaddressed, leave the user vulnerable to cyber crime, bug fixes, patches, corrections, or other
25 modifications to software which do not necessarily add enhanced features or performance
26 characteristics released by the original equipment manufacturer or operating system developer.

27 VII. "Original equipment manufacturer" means a business engaged in the business of
28 selling, leasing, or otherwise supplying new educational technology equipment manufactured by or
29 on behalf of itself, to any individual or business.

30 VIII. "Operating system" means a program that acts as the interface between educational
31 technology equipment's hardware and its software, managing the resources of the equipment and
32 providing common services for computer programs.

33 IX. "Operating system developer" means a business engaged in the business of selling,
34 leasing, licensing, or otherwise supplying operating system executable code, embedded software, or
35 firmware for use by educational technology equipment by or on behalf of itself, to any individual or
36 business.

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1 X. "Part" means any replacement part, either new or used, made available by an original
2 equipment manufacturer for purposes of effecting the services of maintenance or repair of
3 educational technology equipment manufactured by or on behalf of, sold, or otherwise supplied by
4 the original equipment manufacturer.

5 XI. "School" means an elementary or secondary school or another entity which owns or
6 leases educational technology equipment for use by students in such an institution. It includes
7 personnel who manage and service educational technology equipment in their official capacity at a
8 school, including, but not limited to, information technology professionals and technology specialists.

9 XII. "Tools" means any software program, hardware implement, or other apparatus used for
10 diagnosis, maintenance, or repair of educational technology equipment, including software or other
11 mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any
12 other function required to bring the product back to fully functional condition, including any
13 updates.

14 XIII. "Trade secret" has the same meaning as in RSA 350-B:1, IV.
15 358-T:2 Requirements.

16 I. For educational technology equipment and parts for educational technology equipment
17 that are sold or used in this state, an original equipment manufacturer shall make available to any
18 independent repair provider and owner of educational technology equipment manufactured by or on
19 behalf of, or sold by such original equipment manufacturer, on fair and reasonable terms, any
20 documentation, parts, and tools, required for the diagnosis, maintenance, or repair of educational
21 technology equipment and parts for educational technology equipment, inclusive of any updates to
22 information. The documentation parts and tools shall be made available either directly by the
23 original equipment manufacturer or via an authorized repair provider.

24 II. For equipment that contains an electronic security lock or other security-related function,
25 the original equipment manufacturer shall make available to any owner and independent repair
26 provider, on fair and reasonable terms, any special documentation, tools, and parts needed to access
27 and reset the lock or function when disabled in the course of diagnosis, maintenance, or repair of
28 educational technology equipment. The documentation, tools, and parts may be made available
29 through appropriate secure release systems.

30 III. For educational technology equipment sold or used in this state, an original equipment
31 manufacturer shall provide functional parts to effect the repair of equipment for at least 10 years
32 after the date a product model or type was manufactured.

33 IV. For educational technology equipment sold or used in this state, an original equipment
34 manufacturer operating system developer shall provide necessary software updates of equipment for
35 at least 10 years after the date a product model or type was manufactured.

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1 358-T:3 Enforcement by Attorney General. A violation of any of the provisions of this chapter is
2 an unfair or deceptive act or practice under RSA 358-A. All remedies, penalties, and authority
3 granted to the attorney general under RSA 358-A shall be available for enforcement of this chapter.

4 358-T:4 Limitations.

5 I. Nothing in this section shall require an original equipment manufacturer to divulge any
6 trade secret to any owner or independent service provider.

7 II. Nothing in this chapter shall alter the terms of any arrangement in force between an
8 authorized repair provider and an original equipment manufacturer, including, but not limited to,
9 the performance or provision of warranty or recall repair work by an authorized repair provider on
10 behalf of an original equipment manufacturer and pursuant to such arrangement, except that any
11 provision in the terms that purports to waive, avoid, restrict or limit the original equipment
12 manufacturer's obligations to comply with this chapter shall be void and unenforceable.

13 III. No original equipment manufacturer or authorized repair provider shall be liable for any
14 damage or injury caused to any educational technology equipment by an independent repair provider
15 or owner which occurs during the course of repair, diagnosis, or maintenance.

16 358-T:5 Exclusions. Nothing in this chapter shall apply to any smartphones, tablets without an
17 attached keyboard, or similar devices.

18 3 Applicability. This act applies with respect to equipment sold or in use on or after the
19 effective date of this act.

20 4 Effective Date. This act shall take effect January 1, 2025.