

AMENDMENT TO H.R. 906

OFFERED BY MRS. TRAHAN OF MASSACHUSETTS

Page 3, line 8, insert “**AND DATA PRIVACY**” after
“**COMPETITION**”.

Page 8, insert after line 2 the following:

1 (8) REQUIREMENTS ON PERSONS RECEIVING
2 VEHICLE-GENERATED DATA.—

3 (A) REVOCATION OF DESIGNATION.—A
4 motor vehicle owner may revoke the designation
5 of a designee in the same manner that the des-
6 ignee is designated and without any unreason-
7 able or deceptive burden or barrier on the
8 motor vehicle owner.

9 (B) REQUEST TO DELETE DATA.—Except
10 as provided in subparagraph (D), a person that
11 accesses vehicle-generated data shall delete such
12 data within seventy-two hours after requested
13 by the motor vehicle owner to do so, except for
14 data necessary for vehicle maintenance record-
15 keeping, accounting, and safety purposes.

16 (C) USE OF DATA.—Except as provided in
17 subparagraph (D), a person that accesses or

1 stores vehicle-generated data may not use the
2 data for any purpose unrelated to the
3 diagnostics, repair, service, wear, and calibra-
4 tion or recalibration of parts and systems of the
5 motor vehicle as those services are requested by
6 the motor vehicle owner, and may not sell, li-
7 cense, or transfer the data to any other person
8 except as requested by the motor vehicle owner
9 for the purpose of diagnostics, repair, service,
10 wear, and calibration or recalibration of parts
11 and systems of the motor vehicle.

12 (D) RESEARCH AND DEVELOPMENT EX-
13 CEPTION.—

14 (i) RESEARCH AND DEVELOPMENT.—
15 Notwithstanding subparagraphs (B) and
16 (C), a motor vehicle manufacturer may re-
17 tain vehicle-generated data in a de-identi-
18 fied form for purposes of research and de-
19 velopment related to the manufacture or
20 service of motor vehicles.

21 (ii) DATA IN A DE-IDENTIFIED FORM
22 DEFINED.—In this paragraph, the term
23 “data in a de-identified form” means infor-
24 mation that does not identify and is not
25 linked or reasonably linkable to a distinct

1 individual or motor vehicle, regardless of
2 whether the information is aggregated, and
3 with respect to which the motor vehicle
4 manufacturer—

5 (I) takes reasonable technical
6 measures to ensure that the informa-
7 tion cannot, at any point, be used to
8 re-identify an individual or device that
9 identifies or is linked or reasonably
10 linkable to an individual;

11 (II) publicly commits in a clear
12 and conspicuous manner—

13 (aa) to process and transfer
14 the information solely in a de-
15 identified form without any rea-
16 sonable means for re-identifica-
17 tion; and

18 (bb) to not attempt to re-
19 identify the information with any
20 individual or any device that
21 identifies or is linked or reason-
22 ably linkable to an individual;
23 and

24 (III) contractually obligates any
25 person or entity that receives the in-

1 formation from the motor vehicle
2 manufacturer—

3 (aa) to comply with each
4 provision of this clause with re-
5 spect to the information; and

6 (bb) to require that such
7 contractual obligation is included
8 contractually in all subsequent
9 instances for which the informa-
10 tion may be received.

Page 21, line 6, strike “any data related to the types
of”.

Page 22, beginning on line 3, strike “regardless of
whether those types of data are related to motor vehicle
repair,”.

