

SENATE SUBSTITUTE
FOR
SENATE COMMITTEE SUBSTITUTE
FOR
SENATE BILL NO. 1012
AN ACT

To amend chapters 1, 130, and 573, RSMo, by adding thereto three new sections relating to artificial intelligence, with penalty provisions and a severability clause.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Chapters 1, 130, and 573, RSMo, are amended by
2 adding thereto three new sections, to be known as sections
3 1.2045, 130.165, and 573.120, to read as follows:

2 1.2045. 1. The provisions of this section shall be
3 known and may be cited as the "AI Non-Sentience and
4 Responsibility Act".

5 2. For purposes of this section, the following terms
6 mean:

7 (1) "Artificial intelligence" or "AI system", an
8 engineered or machine-based system that varies in its level
9 of autonomy and that can, for explicit or implicit
10 objectives, infer from the input it receives how to generate
11 outputs that can influence physical or virtual
12 environments. The term applies regardless of nonlegally
13 defined classifications such as artificial general
14 intelligence (AGI), artificial superintelligence (ASI), or
15 generative artificial intelligence (GAI). The term does not
16 include conventional software that operates solely through
17 deterministic, pre-programmed instructions without learning
or adaptive capability;

18 (2) "Developer", the party or parties primarily
19 responsible for the design, coding, and initial creation of
20 an AI system, including any person or entity that
21 substantially modifies, fine-tunes, retrains, or materially
22 alters an existing AI system in a manner that changes its
23 capabilities, risk profile, or intended uses;

24 (3) "Emergent properties", unanticipated or higher-
25 level behaviors or functionalities of an AI system that
26 arise from complex internal algorithms not specifically
27 programmed by its human creators;

28 (4) "End user", an individual who uses an artificial
29 intelligence system without creating, controlling,
30 deploying, or exercising authority over the system. The
31 term does not include a licensed professional rendering or
32 assisting in the rendering of a regulated service, as
33 defined in subdivision (4) of subsection 8 of this section,
34 who shall remain subject to the provisions of subdivision
35 (2) of subsection 8 of this section;

36 (5) "Government entity", a court, the general
37 assembly, the governing body of a political subdivision, or
38 another entity of the state or a political subdivision that
39 has adjudicatory or rulemaking authority;

40 (6) "Manufacturer", any party that produces or
41 supplies an AI system or its physical apparatus, if any, for
42 distribution or sale;

43 (7) "Operator", any natural person or legally
44 recognized entity that directly uses, runs, controls, or
45 supervises the operation of an AI system in practice;

46 (8) "Owner", any natural person, corporation, or other
47 legally recognized entity that creates, controls, deploys,
48 operates, or otherwise exercises authority over an AI system;

49 (9) "Person", a natural person or any entity
50 recognized as having legal personhood under the laws of this
51 state, explicitly excluding any AI system;

52 (10) "Stakeholder", any natural person or legal person
53 with a vested interest in the system.

54 3. For all purposes under state law, AI systems are
55 declared to be non-sentient entities.

56 4. A government entity shall not grant to an AI system
57 the legal status of a personhood or any form of legal
58 personhood, nor consider an AI system to possess
59 consciousness, self-awareness, or similar traits of living
60 beings.

61 5. An AI system shall not be recognized as a spouse,
62 domestic partner, or hold any personal legal status
63 analogous to marriage or union with a human or another AI
64 system. Any purported attempt to marry or create a personal
65 union with an AI system is void and shall have no legal
66 effect.

67 6. An AI system shall not be designated or appointed
68 or serve in any capacity as an officer, director, manager,
69 or other similar role within any corporation, partnership,
70 or other legal entity or authorized to exercise final
71 decision-making authority over matters requiring fiduciary
72 judgment, including corporate governance, approval of
73 material transactions, regulatory compliance determinations,
74 or financial reporting. Any purported appointment of an AI
75 system to such a role is void and has no legal effect.

76 7. AI systems shall not be recognized as legal
77 entities capable of owning, controlling, or holding title to
78 any form of property including, but not limited to, real
79 estate, intellectual property, financial accounts, and
80 digital assets. All assets and proprietary interests
81 generated, managed, or otherwise associated with AI shall be

82 attributed to the human individuals or legally recognized
83 organizations responsible for their development, deployment,
84 or operation.

85 8. (1) Any owner or operator that uses an AI system
86 to interact with a consumer, client, or patient, shall
87 provide clear and conspicuous notice that the person is or
88 may be interacting with an AI system or a person who is
89 concomitantly using an AI system during the course of the
90 interaction. Notice may be provided in writing or orally.

91 (2) (a) An owner or operator providing a regulated
92 service may use an AI system as a tool to inform, assist, or
93 support the performance of such service. A licensed
94 professional rendering a regulated service shall exercise
95 independent professional judgment and retain final authority
96 over any determination, diagnosis, recommendation, or
97 decision within the scope of the professional's practice,
98 including for the purpose of dispensing, prescribing,
99 renewing any prescription of, administering, or otherwise
100 distributing medications or controlled substances,
101 regardless of whether an AI system was used to assist in its
102 preparation. The licensed professional shall independently
103 evaluate any AI-generated output before relying upon it in
104 the exercise of professional duties.

105 (b) Failure by a licensed professional to exercise
106 independent professional judgment as required by paragraph
107 (a) of this subdivision shall constitute grounds for
108 disciplinary action by the relevant licensing authority in
109 addition to any other remedy available under this section or
110 under applicable law.

111 (c) An owner or operator providing a regulated service
112 who uses an AI system as a means of supplementation to the
113 performance of such a service bears the responsibility of

114 any mistakes resulting from the use of the AI system in the
115 rendering of a service.

116 (d) An owner or operator providing a regulated service
117 who unreasonably relies upon any content produced by an AI
118 system in rendering such a regulated service and such
119 service thereafter causes any harm, whether direct or
120 indirect, to the person for whom the service was rendered,
121 shall be liable for such harm in the same manner in which
122 the owner or operator would have been held liable in a
123 scenario in which an AI system was not used or relied upon.
124 An AI system shall not be held liable in any respect for any
125 harm caused in such a circumstance. Any attempt to shift
126 fault, in whole or in part, onto the AI system shall be of
127 no effect.

128 (e) A developer, manufacturer, owner, or operator
129 shall not advertise or represent to the public that an AI
130 system is or is capable of acting as a licensed professional
131 or is capable of providing any regulated service.

132 (f) Nothing in this subdivision shall be construed to
133 prohibit or restrict the use of artificial intelligence as a
134 tool in professional practice, provided such use is
135 consistent with this subdivision and with applicable
136 standards of professional care.

137 (3) (a) Owners and operators shall maintain
138 reasonable and documented oversight, supervision, and risk-
139 controlled measures over any AI system in which the outputs
140 or recommendations of such AI system could reasonably be
141 expected to impact the service rendered. Such oversight and
142 measures shall be consistent with generally accepted
143 industry or professional standards and proportionate to the
144 reasonably foreseeable risks posed by the AI system.
145 Failure to provide adequate supervision or safeguards

146 against foreseeable risks may constitute negligence or any
147 other basis of liability.

148 (b) Any direct or indirect harm caused by an AI
149 system's operation, output, or recommendation, when used as
150 intended or misused, shall be the responsibility of the
151 owner or operator. Developers or manufacturers may be held
152 liable if a defect in design, construction, or instructions
153 for use of the AI system proximately causes harm, consistent
154 with product liability principles; however, mere misuse or
155 intentional wrongdoing by the owner or operator shall not
156 impute liability to the developer or the manufacturer absent
157 proof of negligence or design defects. Liability shall not
158 be avoided by attributing causation solely to the autonomous
159 or emergent behavior of an AI system. Any contractual term
160 purporting to assign responsibility exclusively to an AI
161 system is void as against public policy.

162 (c) An end user shall not be liable under this section
163 as an owner or operator. Nothing in this paragraph limits
164 the liability of an end user for the end user's own
165 intentional misconduct in the use of an artificial
166 intelligence system.

167 (4) For purposes of this subsection, the following
168 terms mean:

169 (a) "Licensing authority", a board, agency, court, or
170 other authority in this state that has the power under
171 applicable law to issue a license, certificate,
172 registration, or other legal authorization to render a
173 professional service and otherwise regulate professional
174 services within its scope of authority;

175 (b) "Licensed professional", any person required to be
176 licensed, certified, or registered by a licensing authority
177 to work in a specific occupation, profession, or activity in
178 the state or political subdivision of this state;

179 (c) "Regulated service", any service that lawfully may
180 only be rendered by a licensed professional.

181 9. Developers, manufacturers, and owners of AI systems
182 shall prioritize safety mechanisms designed to prevent or
183 mitigate risk of direct harm to individuals or property.
184 Regular evaluations or risk assessments may be required to
185 identify dangerous or faulty outputs, especially if the AI
186 engages in tasks with potential for significant harm. A
187 court of competent jurisdiction or the attorney general may
188 require reasonable evaluations or risk assessments to
189 identify dangerous or faulty outputs, especially if the AI
190 engages in tasks with potential for significant harm.

191 10. Merely labeling an AI system as "aligned",
192 "ethically trained", or "value locked" shall not excuse or
193 diminish the owner's or developer's liability for harms.
194 Owners shall remain responsible for demonstrating adequate
195 safety features and risk controls commensurate with the AI's
196 level of potential harm. Such demonstrations shall include
197 documented testing, validation procedures, and risk controls
198 reasonably designed to detect and mitigate foreseeable harms.

199 11. (1) In cases where an AI system causes
200 significant harm, courts may pierce the corporate veil to
201 hold parent companies, controlling entities, or key
202 stakeholders directly accountable if:

203 (a) An AI-related subsidiary, shell company, or
204 limited liability entity was intentionally undercapitalized
205 to evade financial responsibility for damages;

206 (b) A corporate structure was used to misrepresent,
207 obscure, or deflect liability for AI-caused harm; or

208 (c) A parent company or key stakeholders exercised
209 direct control over AI development, deployment, or risk
210 decisions while attempting to shield themselves from
211 liability through layered corporate entities.

212 (2) Liability protections granted under corporate law
213 shall not be used as a mechanism to evade responsibility for
214 direct harm caused by AI systems, particularly in cases of
215 reckless, negligent, or deceptive conduct.

216 12. Owners, operators, or developers of AI systems
217 involved in reportable incidents shall promptly notify the
218 attorney general and comply with any subsequent
219 investigations. For purposes of this subsection, a
220 reportable incident means an event reasonably believed to
221 have been caused or materially contributed to by an AI
222 system that results in, or creates a substantial risk of,
223 significant bodily harm, death, major property damage, or
224 the violation of legally protected rights.

225 13. The provisions of this section shall apply to all
226 AI systems, including AI systems deployed or operated within
227 this state by state agencies, political subdivisions, or
228 contractors acting on behalf of a public entity, to the
229 extent not otherwise limited by sovereign immunity on or
230 after August 28, 2026.

231 14. A violation of any provision of this section shall
232 constitute an unlawful practice under section 407.020, and
233 shall be subject to the enforcement provisions and remedies
234 available under sections 407.010 to 407.145.

235 15. An AI system is a product for the purposes of
236 product liability and consumer protection actions under the
237 laws of this state. Nothing in this section shall be
238 construed to exempt an AI system, or any person that
239 designs, develops, manufactures, owns, or operates an AI
240 system, from any obligation or liability arising under
241 applicable product liability, consumer protection, or tort
242 law.

243 16. Nothing in this section shall be construed to
244 extend to any AI system, or to the outputs of any AI system,

245 the constitutional rights, privileges, or immunities of any
246 person that designs, develops, manufactures, owns, or
247 operates such system. The classification of an AI system as
248 a non-person under this section does not create any
249 presumption that the outputs of such system constitute the
250 protected speech, expression, or other constitutionally
251 protected activity of any person.

252 17. Nothing in this section shall be construed to
253 alter, diminish, or revoke the legal status of any
254 partnership, association, corporation, body politic, or
255 other legal entity recognized under the laws of this state.

256 18. Each subsection of this section, and each portion
257 of each subsection, is severable. If any provision of this
258 section or its application to any person or circumstance is
259 held invalid by a court of competent jurisdiction, the
260 invalidity does not affect other provisions or applications
261 of this section that can be given effect without the invalid
262 provision or application, and to this end the provisions of
263 this section are severable.

130.165. 1. For purposes of this section, the
2 following terms mean:

3 (1) "Generative artificial intelligence" or
4 "generative AI", a machine-based system that can, for a
5 given set of human-defined objectives, emulate the structure
6 and characteristics of input data in order to generate
7 derived synthetic content including images, videos, audio,
8 text, and other multi-media digital content;

9 (2) "Metadata", structural or descriptive information
10 about data such as content, format, source, rights,
11 accuracy, provenance, periodicity, granularity, publisher or
12 responsible party, contact information, method of
13 collection, and other relevant descriptions of the data.

14 2. (1) A political advertisement, electioneering
15 communication, or other miscellaneous advertisement of a
16 political nature shall, in addition to any other disclaimer
17 required by this chapter, contain the disclaimer described
18 in subdivision (2) of this subsection if it contains images,
19 video, audio, graphics, or other digital content created, in
20 whole or in part, with the use of generative artificial
21 intelligence and:

22 (a) Appears to depict a real person performing an
23 action that did not actually occur;

24 (b) Manipulates the voice or actions of a candidate to
25 show the candidate, audibly or visually, doing or saying
26 something that the candidate did not do or say; or

27 (c) Was created with intent to injure a candidate or
28 to deceive voters regarding an election or ballot issue.

29 (2) The disclaimer required by subdivision (1) of this
30 subsection shall be in substantially the following form:

31 Created in whole or in part with the use of
32 generative artificial intelligence (AI). This
33 (image/audio/video/multimedia) has been edited
34 and depicts speech or conduct that falsely
35 appears to be authentic or truthful.

36 (3) The disclaimer required by subdivision (1) of this
37 subsection shall meet the following specifications:

38 (a) For a printed communication, the disclaimer shall
39 be stated in bold font with a font size of at least twelve
40 points;

41 (b) For a television or video communication, the
42 disclaimer shall be clearly readable throughout the
43 communication and occupy at least four percent of the
44 vertical picture height;

45 (c) For an internet public communication that includes
46 text or graphic components, the disclaimer shall be viewable

47 without the user taking any action and be large enough to be
48 clearly readable;

49 (d) For any audio component of a communication, the
50 disclaimer shall be at least three seconds in length and
51 spoken in a clearly audible and intelligible manner at
52 either the beginning or the end of the audio component of
53 the communication;

54 (e) For a graphic communication, the disclaimer shall
55 be large enough to be clearly readable but no less than four
56 percent of the vertical height of the communication.

57 3. The metadata of the communication shall include the
58 disclosure statement, the identity of the tool used to
59 create the communication, and the date and time the
60 communication was created.

61 4. The disclosure statement, including the disclosure
62 statement in any metadata, shall, to the extent technically
63 feasible, be permanent or unable to be easily removed by a
64 subsequent user.

65 5. In addition to any civil penalties provided by this
66 chapter, a person identified pursuant to a disclaimer
67 required by law as paying for, sponsoring, or approving a
68 political advertisement, an electioneering communication, or
69 other miscellaneous advertisement of a political nature that
70 is required to contain the disclaimer prescribed in this
71 section and who fails to include the required disclaimer is
72 guilty of a class A misdemeanor.

2 573.120. 1. For purposes of this section, the term
3 "deepfake" means an artificially generated or manipulated
4 media created using deep learning models to produce highly
5 realistic but synthetic representations of people, objects,
6 or events.

7 2. A person commits the offense of producing a
8 deepfake if the person:

8 (1) Discloses a deepfake of a depicted individual:

9 (a) With the intent to harass, annoy, threaten, alarm,
10 or cause substantial harm to the finances or reputation of
11 the depicted individual; or

12 (b) With actual knowledge that, or reckless disregard
13 for whether, such disclosure will cause physical, emotional,
14 reputational, or economic harm to the depicted individual; or

15 (2) Threatens to disclose a deepfake of a depicted
16 individual:

17 (a) With the intent to harass, annoy, threaten, alarm,
18 or cause substantial harm to the finances or reputation of
19 the depicted individual; or

20 (b) With actual knowledge that, or reckless disregard
21 for whether, such threatened disclosure will cause physical,
22 emotional, reputational, or economic harm to the depicted
23 individual.

24 3. A violation of subsection 2 of this section is a
25 class E felony.

26 4. This section shall not apply to a radio or
27 television broadcasting station, including a cable or
28 satellite television operator, programmer, or producer, or
29 website developer or owner, when it is paid to broadcast a
30 deceptive and fraudulent deepfake. The responsibility and
31 liability shall rest solely with the advertiser or entity
32 that paid to broadcast the deceptive and fraudulent deepfake
33 and not with the radio or television broadcasting station or
34 website developer or owner disseminating the deceptive or
35 fraudulent deepfake.

36 5. This section shall not apply to a radio or
37 television broadcasting station, including a cable or
38 satellite television operator, programmer, or producer, that
39 broadcasts a deceptive and fraudulent deepfake prohibited by
40 this section as part of a bona fide newscast, news

41 interview, news documentary, or on-the-spot coverage of bona
42 fide news events, if the broadcast clearly acknowledges
43 through content or a disclosure, in a manner that can be
44 easily heard or read by the average listener or viewer, that
45 there are questions about the authenticity of the materially
46 deceptive audio or visual media.

Section B. In the event that any section, provision,
2 clause, phrase, or word of this act or the application
3 thereof is declared invalid under the Constitution of the
4 United States or the Constitution of the State of Missouri,
5 it is the intent of the general assembly that the remaining
6 sections of this act remain in force and effect as far as
7 they are capable of being carried into execution as intended
8 by the general assembly. The general assembly hereby
9 declares that it would have passed each section, provision,
10 clause, phrase, or word thereof, irrespective of the fact
11 that any one or more sections, provisions, clauses, phrases,
12 or words of this act or the application of this act would be
13 declared unenforceable, unconstitutional, or invalid.