

119TH CONGRESS
1ST SESSION

S. 2081

To establish immunity from civil liability for certain artificial intelligence developers, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JUNE 12, 2025

Ms. LUMMIS introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

A BILL

To establish immunity from civil liability for certain artificial intelligence developers, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Responsible Innovation
5 and Safe Expertise Act of 2025” or the “RISE Act of
6 2025”.

7 **SEC. 2. FINDINGS.**

8 Congress finds the following:

9 (1) Artificial intelligence systems have rapidly
10 advanced in capability and are increasingly being de-

1 employed across professional services, including
2 healthcare, law, finance, and other sectors critical to
3 the economy.

4 (2) Industry leaders have publicly acknowledged
5 the development of increasingly powerful artificial
6 intelligence systems, with some discussing the poten-
7 tial for artificial general intelligence and superintel-
8 ligence that could fundamentally reshape the society
9 of the United States.

10 (3) The current lack of clarity regarding liabil-
11 ity for artificial intelligence errors creates uncer-
12 tainty that impedes the responsible integration of
13 these beneficial technologies into professional serv-
14 ices and economic activity.

15 (4) Many artificial intelligence systems operate
16 with limited transparency regarding their capabili-
17 ties, limitations, and default instructions, making it
18 difficult for professional users to assess appropriate
19 use cases and for legal systems to fairly allocate re-
20 sponsibility when errors occur.

21 (5) Learned professionals who utilize artificial
22 intelligence tools in serving clients have professional
23 obligations to understand the capabilities and limita-
24 tions of the tools they employ, requiring access to

1 clear information about system specifications and
2 performance characteristics.

3 (6) Establishing clear standards for artificial
4 intelligence transparency, coupled with appropriate
5 liability frameworks, will promote responsible inno-
6 vation while ensuring that the benefits and risks of
7 artificial intelligence systems are properly under-
8 stood and managed as these technologies continue to
9 advance.

10 (7) The development of artificial intelligence
11 systems that may significantly impact the future of
12 human civilization warrants a governance approach
13 that balances innovation incentives with robust
14 transparency requirements and appropriate alloca-
15 tion of responsibility among developers, professional
16 users, and other stakeholders.

17 **SEC. 3. DEFINITIONS.**

18 In this Act:

19 (1) **ARTIFICIAL INTELLIGENCE.**—The term “ar-
20 tificial intelligence” has the meaning given the term
21 in section 5002 of the National Artificial Intelligence
22 Initiative Act of 2020 (15 U.S.C. 9401).

23 (2) **CLIENT.**—The term “client” means a per-
24 son that—

1 (A) engages the services of a learned pro-
2 fessional;

3 (B) relies upon the expertise, judgment,
4 and advice of the learned professional; and

5 (C) has a relationship with the learned
6 professional that is governed by professional
7 standards, codes of conduct, or regulations.

8 (3) DEVELOPER.—The term “developer” means
9 a person that—

10 (A) creates, designs, programs, trains,
11 modifies, or substantially contributes to the cre-
12 ation or modification of an artificial intelligence
13 product;

14 (B) exercises control over the design speci-
15 fications, functionality, capabilities, limitations,
16 or intended uses of an artificial intelligence
17 product; or

18 (C) markets, distributes, licenses, or makes
19 available an artificial intelligence product under
20 their own name, brand, or trademark, regard-
21 less of whether the person creates the original
22 underlying technology of the artificial intel-
23 ligence product.

24 (4) ERROR.—The term “error” means—

1 (A) any output, action, recommendation,
2 or material omission by an artificial intelligence
3 product that is false, misleading, fabricated, de-
4 ceptive, or incomplete in a manner that a rea-
5 sonable developer could foresee would cause
6 harm; or

7 (B) any failure of an artificial intelligence
8 product to perform a function or task that the
9 artificial intelligence product expressly or im-
10 plicitly represents itself as capable of per-
11 forming.

12 (5) LEARNED PROFESSIONAL.—The term
13 “learned professional” means an individual who—

14 (A) possesses specialized education, train-
15 ing, knowledge, or skill in a profession;

16 (B) is licensed, certified, or otherwise au-
17 thorized by an appropriate Federal or State au-
18 thority to practice in that profession;

19 (C) is bound by professional standards,
20 ethical obligations, and a duty of care to clients;
21 and

22 (D) exercises independent professional
23 judgment when using tools, including artificial
24 intelligence products, in the course of rendering
25 professional services.

1 (6) MODEL CARD.—The term “model card”
2 means a publicly available technical document in
3 which a developer describes, consistent with industry
4 standards and as rigorously as or more rigorously
5 than industry peers, the training data sources, eval-
6 uation methodology, performance metrics, intended
7 uses, limitations, and risk mitigations, including de-
8 tection, evaluation, management, and safeguards
9 against errors, of an artificial intelligence product.

10 (7) MODEL SPECIFICATION.—The term “model
11 specification”—

12 (A) means the text or other configuration
13 instructions of an artificial intelligence prod-
14 uct—

15 (i) supplied by a developer;

16 (ii) that establish the intended base
17 behavior, tone, constraints, or goals of the
18 artificial intelligence product; and

19 (iii) that materially influence the out-
20 puts of the artificial intelligence product
21 across users or sessions, including the sys-
22 tem prompt provided to the model before
23 engaging with user queries; and

24 (B) includes—

1 (i) the system prompt and any other
2 text or images that the artificial intel-
3 ligence product receives that are not visible
4 to the end user;

5 (ii) any constitution or analogous
6 guiding document used when training or
7 fine-tuning of an artificial intelligence
8 product, including in automated schemes
9 in which an artificial intelligence system
10 trains another artificial intelligence system;
11 and

12 (iii) the instructions, rubrics, or other
13 guidance provided to human raters or eval-
14 uators of an artificial intelligence product
15 the feedback of whom is used to train or
16 fine-tune the artificial intelligence product.

17 **SEC. 4. CONDITIONAL IMMUNITY FROM CIVIL LIABILITY**
18 **FOR ARTIFICIAL INTELLIGENCE DEVEL-**
19 **OPERS.**

20 (a) **SAFE HARBOR ELIGIBILITY.**—A developer shall
21 be immune from civil liability for errors generated by an
22 artificial intelligence product when used by a learned pro-
23 fessional in the course of providing professional services
24 to a client if the developer—

1 (1) prior to deployment of the artificial intel-
2 ligence product, publicly releases and continuously
3 maintains—

4 (A) the model card for the artificial intel-
5 ligence product; and

6 (B) the model specification for the artifi-
7 cial intelligence product, which may include
8 redactions—

9 (i) only relating to information that
10 would reveal trade secrets unrelated to the
11 safety of the artificial intelligence product;
12 and

13 (ii) only if the developer furnishes
14 contemporaneously with each redaction a
15 written justification for the redaction iden-
16 tifying the basis for withholding the infor-
17 mation as a trade secret; and

18 (2) provides clear and conspicuous documenta-
19 tion to learned professionals describing the known
20 limitations, failure modes, and appropriate domains
21 of use for the artificial intelligence product.

22 (b) SCOPE OF IMMUNITY.—The immunity provided
23 under subsection (a) shall be conferred to a developer only
24 for acts or omissions that do not constitute recklessness
25 or willful misconduct by the developer.

1 (c) DUTY TO UPDATE.—Immunity under subsection
2 (a) relating to an artificial intelligence product shall not
3 apply to a developer—

4 (1) that does not update the model card, model
5 specification, and documentation with respect to the
6 artificial intelligence product as described in sub-
7 section (a)(1) by the date that is 30 days after the
8 date on which the developer—

9 (A) deploys a new version of the artificial
10 intelligence product; or

11 (B) discovers a new and material failure
12 mode affecting the artificial intelligence prod-
13 uct; and

14 (2) of which the failure to make an update de-
15 scribed in paragraph (1) by the applicable date de-
16 scribed in that paragraph proximately causes a harm
17 occurring after that date.

18 (d) PREEMPTION.—

19 (1) EXPRESS PREEMPTION.—This section shall
20 apply to any claim arising under State law against
21 a developer for an error arising from the use of an
22 artificial intelligence product by a learned profes-
23 sional in providing professional services if the devel-
24 oper is immune from civil liability under subsection
25 (a).

1 (2) CLAIMS NOT PREEMPTED.—Nothing in this
2 section shall apply to a claim arising under State
3 law against a developer based on fraud, knowing
4 misrepresentation, or conduct outside the scope of
5 professional use of an artificial intelligence product
6 by a learned professional.

7 **SEC. 5. PRESERVATION OF OTHER IMMUNITIES AND PRIVI-**
8 **LEGES.**

9 Nothing in this Act shall be construed to affect any
10 immunity from civil liability established by Federal or
11 State law or available at common law that is not related
12 to the immunity established under section 4(a).

13 **SEC. 6. EFFECTIVE DATE; APPLICABILITY.**

14 This Act—

15 (1) shall take effect on December 1, 2025; and

16 (2) shall apply to acts or omissions occurring
17 on or after the date described in paragraph (1).

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