

Union Calendar No. 703

119TH CONGRESS
2^D SESSION

H. R. 7834

[Report No. 119–804]

To limit liability for certain entities storing child sexual abuse material for law enforcement agencies, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 5, 2026

Ms. LEE of Florida (for herself, Ms. DEAN of Pennsylvania, Mr. COHEN, and Mr. KNOTT) introduced the following bill; which was referred to the Committee on the Judiciary

SEPTEMBER 8, 2026

Additional sponsors: Mr. MCGUIRE and Ms. HAGEMAN

SEPTEMBER 8, 2026

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in *italie*]

[For text of introduced bill, see copy of bill as introduced on March 5, 2026]

A BILL

To limit liability for certain entities storing child sexual abuse material for law enforcement agencies, 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 “Safe Cloud Storage Act”.*

5 **SEC. 2. STORAGE OF CHILD PORNOGRAPHY AND CHILD OB-**
 6 **SCENITY.**

7 *(a) IN GENERAL.—Title II of the PROTECT Our*
 8 *Children Act of 2008 (34 U.S.C. 21101 et seq.) is amended*
 9 *by inserting after section 201 the following:*

10 **“SEC. 202. MODERNIZING LAW ENFORCEMENT’S ABILITY TO**
 11 **STORE CHILD PORNOGRAPHY AND CHILD OB-**
 12 **SCENITY AND LIMITED LIABILITY FOR AP-**
 13 **PROVED VENDORS.**

14 *“(a) DEFINITIONS.—In this section:*

15 *“(1) APPROVED VENDOR.—The term ‘approved*
 16 *vendor’ means an organization, corporation, or entity*
 17 *that—*

18 *“(A) offers digital storage services, includ-*
 19 *ing remote or cloud-based storage, and analytical*
 20 *and forensic tool processing support; and*

21 *“(B) has been contractually retained by a*
 22 *covered agency to support the duties of such*
 23 *agency by—*

24 *“(i) storing digital child pornography*
 25 *or child obscenity;*

1 “(ii) *making such child pornography*
 2 *or child obscenity available to the con-*
 3 *tracting agency, or any law enforcement or*
 4 *prosecutorial agency designated by the con-*
 5 *tracting agency, upon request; and*

6 “(iii) *providing maintenance, technical*
 7 *and analytical assistance, and forensic tool*
 8 *processing support upon request by the con-*
 9 *tracting agency.*

10 “(2) *CHILD PORNOGRAPHY.—The term ‘child*
 11 *pornography’ has the meaning given that term in sec-*
 12 *tion 2256(8) of title 18, United States Code.*

13 “(3) *CHILD OBSCENITY.—The term ‘child obscen-*
 14 *ity’ has the meaning given that term in section*
 15 *21101(2) of title 34, United States Code.*

16 “(4) *COVERED AGENCY.—The term ‘covered*
 17 *agency’ means a United States Federal, State, or*
 18 *local law enforcement or prosecutorial agency.*

19 “(5) *LOCAL.—The term ‘local’ means any polit-*
 20 *ical subdivision of a State.*

21 “(6) *STATE.—The term ‘State’ means any of the*
 22 *50 States of the United States, the District of Colum-*
 23 *bia, the Commonwealth of Puerto Rico, the United*
 24 *States Virgin Islands, Guam, American Samoa, or*
 25 *the Commonwealth of the Northern Mariana Islands.*

1 “(b) *LIMITED LIABILITY FOR APPROVED VENDORS.*—

2 “(1) *LIMITED LIABILITY FOR LAW ENFORCEMENT*
 3 *APPROVED VENDORS.*—*Except as provided in para-*
 4 *graph (2), a civil claim or criminal charge may not*
 5 *be brought in any Federal or State court against an*
 6 *approved vendor relating to the approved vendor’s*
 7 *performance of any contractual obligation or service*
 8 *described in subsection (a)(1).*

9 “(2) *INTENTIONAL, RECKLESS, OR OTHER MIS-*
 10 *CONDUCT.*—*A civil claim or criminal charge may be*
 11 *brought in any Federal or State court against an ap-*
 12 *proved vendor if the approved vendor—*

13 “(A) *engaged in—*

14 “(i) *intentional misconduct; or*

15 “(ii) *negligent conduct; or*

16 “(B) *acted, or failed to act—*

17 “(i) *with actual malice;*

18 “(ii) *with reckless disregard to a sub-*
 19 *stantial risk of causing injury without legal*
 20 *justification; or*

21 “(iii) *for a purpose unrelated to the*
 22 *performance of any responsibility or func-*
 23 *tion described in subsection (a)(1)(B).*

24 “(c) *VENDOR CYBERSECURITY REQUIREMENTS.*—*With*
 25 *respect to any child pornography or child obscenity stored,*

1 *maintained, or processed by an approved vendor, such ap-*
2 *proved vendor shall—*

3 “(1) *secure such child pornography or child ob-*
4 *scenity in a manner that is consistent with the most*
5 *recent version of the Cybersecurity Framework devel-*
6 *oped by the National Institute of Standards and*
7 *Technology, or any successor thereto;*

8 “(2) *only access the child pornography or child*
9 *obscenity upon consent of the law enforcement or*
10 *prosecutorial agency contracting the service and for*
11 *the purpose of providing maintenance, technical as-*
12 *sistance, and forensic tool processing support in the*
13 *cloud;*

14 “(3) *minimize the number of employees that may*
15 *be able to obtain access to such child pornography or*
16 *child obscenity and maintain a list of employees who*
17 *have obtained such access;*

18 “(4) *employ end-to-end encryption for data stor-*
19 *age and transfer functions, or an equivalent techno-*
20 *logical standard;*

21 “(5) *undergo an independent annual cybersecu-*
22 *urity audit to determine whether such child pornog-*
23 *raphy or child obscenity is secured as required by*
24 *paragraph (1), including by assessing compliance*
25 *with the National Institute of Standards and Tech-*

1 *nology Special Publication 800–53, Revision 5 (relat-*
2 *ing to security and privacy controls for information*
3 *systems and organizations) or any successor docu-*
4 *ments or revisions; and*

5 *“(6) promptly address all issues identified by an*
6 *audit described in paragraph (5).*

7 *“(d) EVIDENCE STORAGE.—Any covered agency that*
8 *stores child pornography and child obscenity pursuant to*
9 *a contract with an approved vendor shall ensure that such*
10 *evidence is retained—*

11 *“(1) in compliance with the security policy of*
12 *the Criminal Justice Information Services Division of*
13 *the Federal Bureau of Investigation, or any other*
14 *similar and appropriate division within the Federal*
15 *Bureau of Investigation;*

16 *“(2) for a period consistent with the evidence re-*
17 *tention requirements applicable to the investigating*
18 *or prosecuting covered agency under the relevant Fed-*
19 *eral, State, or local law, rule of criminal procedure,*
20 *or prosecutorial policy; or*

21 *“(3) in the absence of such law, rule, or policy,*
22 *for a period not less than the applicable statute of*
23 *limitations or the duration of any sentence imposed,*
24 *including the period of post-conviction review.*

1 “(e) *ADDITIONAL REQUIREMENTS FOR APPROVED*
2 *VENDORS.*—

3 “(1) *LOCATION OF DATA.*—

4 “(A) *IN GENERAL.*—*Except as provided in*
5 *subparagraph (B), each approved vendor shall*
6 *ensure that child pornography and child obscen-*
7 *ity stored pursuant to this section remains in the*
8 *United States.*

9 “(B) *EXCEPTION.*—*Child pornography and*
10 *child obscenity under this section may be trans-*
11 *ferred outside the United States only with the ex-*
12 *press consent of the contracting covered agency if*
13 *such agency deems the transfer necessary for in-*
14 *vestigative purposes.*

15 “(2) *NOTIFICATION LETTER.*—

16 “(A) *IN GENERAL.*—*Approved vendors shall*
17 *file a notification letter with the Criminal Divi-*
18 *sion of the Department of Justice not later than*
19 *30 days after entering into a contract described*
20 *in subsection (a)(1)(B).*

21 “(B) *CONTENTS.*—*The notification letter de-*
22 *scribed in subparagraph (A) shall include the en-*
23 *tity name and point of contact information of*
24 *the approved vendor, the name of the contracting*
25 *covered agency, the period of performance of the*

1 *contract, and an acknowledgment by the ap-*
2 *proved vendor that the approved vendor will no-*
3 *tify the Child Exploitation and Obscenity Sec-*
4 *tion of the Criminal Division of the Department*
5 *of Justice of any changes to the information in*
6 *the letter.*

7 “(3) *BREACH OF CONTRACT.*—

8 “(A) *IN GENERAL.*—If a covered agency
9 *fails to make required payment under a contract,*
10 *breaches any material term of such contract, or*
11 *otherwise terminates such contract without estab-*
12 *lishing lawful transfer of the evidence, the ap-*
13 *proved vendor shall, not later than 30 days after*
14 *the failure, breach, or termination, notify the*
15 *Criminal Division of the Department of Justice*
16 *in the case of a breach by a Federal agency, or*
17 *the appropriate State attorney general in the*
18 *case of a breach by a State or local agency.*

19 “(B) *MAINTENANCE OF EVIDENCE.*—Upon
20 *making a notification under subparagraph (A),*
21 *the approved vendor shall continue to preserve*
22 *and maintain the integrity of the evidence until*
23 *a prompt and lawful transfer of custody occurs*
24 *to the Criminal Division of the Department of*

1 *Justice or another Federal, State, or local law*
 2 *enforcement agency with jurisdiction.*

3 “(f) *RULE OF CONSTRUCTION.*—*Nothing in this sec-*
 4 *tion shall be construed to—*

5 “*(1) limit bona fide use by the contracting cov-*
 6 *ered agency of child pornography or child obscenity*
 7 *being stored by the approved vendor, which includes*
 8 *providing such child pornography or child obscenity*
 9 *to any other party as necessary for an investigation*
 10 *or prosecution;*

11 “*(2) limit the obligation of the contracting cov-*
 12 *ered agency to comply with a constitutional or statu-*
 13 *tory obligation, court order, or request from a victim*
 14 *made pursuant to section 3509(m)(3) of title 18,*
 15 *United States Code; or*

16 “*(3) authorize or require the audit, assessment,*
 17 *or compliance verification of a governmental entity or*
 18 *any system administered by a governmental entity.”.*

19 “(b) *CLERICAL AMENDMENT.*—*Section 1(b) of the PRO-*
 20 *TECT Our Children Act of 2008 (Public Law 110–401; 122*
 21 *Stat. 4229) is amended by inserting after the item relating*
 22 *to section 201 the following:*

 “*Sec. 202. Modernizing law enforcement’s ability to store child pornography and*
 child obscenity and limited liability for approved vendors.”.

Union Calendar No. 703

119TH CONGRESS
2D Session

H. R. 7834

[Report No. 119-804]

A BILL

To limit liability for certain entities storing child sexual abuse material for law enforcement agencies, and for other purposes.

SEPTEMBER 8, 2026

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed