

Suspend the Rules and Pass the Bill, H.R. 7834, With an Amendment

(The amendment strikes all after the enacting clause and inserts a new text)

119TH CONGRESS
2D SESSION

H. R. 7834

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

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
5 Act”.

1 **SEC. 2. STORAGE OF CHILD PORNOGRAPHY, CHILD OB-**
2 **SCENITY, AND INTIMATE VISUAL DEPICTIONS**
3 **OF MINORS.**

4 (a) IN GENERAL.—Title II of the PROTECT Our
5 Children Act of 2008 (34 U.S.C. 21101 et seq.) is amend-
6 ed by inserting after section 201 the following:

7 **“SEC. 202. MODERNIZING LAW ENFORCEMENT’S ABILITY TO**
8 **STORE CHILD PORNOGRAPHY, CHILD OB-**
9 **SCENITY, AND INTIMATE VISUAL DEPICTIONS**
10 **OF MINORS AND LIMITED LIABILITY FOR AP-**
11 **PROVED VENDORS.**

12 “(a) DEFINITIONS.—In this section:

13 “(1) APPROVED VENDOR.—The term ‘approved
14 vendor’ means a cloud service provider that—

15 “(A) complies with the security require-
16 ments described in subsection (c); and

17 “(B) has been contractually retained by a
18 covered agency to support the duties of such
19 agency by—

20 “(i) storing digital child pornography,
21 child obscenity, or an intimate visual depic-
22 tion of a minor;

23 “(ii) making such child pornography,
24 child obscenity, or intimate visual depiction
25 of a minor available to the contracting
26 agency, or any law enforcement or prosecu-

1 torial agency designated by the contracting
2 agency, upon request; and
3 “(iii) providing maintenance, technical
4 and analytical assistance, and forensic tool
5 processing support upon request by the
6 contracting agency.

7 “(2) CHILD PORNOGRAPHY.—The term ‘child
8 pornography’ has the meaning given that term in
9 section 2256(8) of title 18, United States Code.

10 “(3) CLOUD SERVICE PROVIDER.—The term
11 ‘cloud service provider’ means an organization, cor-
12 poration, or entity that makes available digital stor-
13 age services, including remote or cloud-based stor-
14 age, and analytical and forensic tool processing sup-
15 port.

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

19 “(5) INTIMATE VISUAL DEPICTION OF A
20 MINOR.—The term ‘intimate visual depiction of a
21 minor’ means an intimate visual depiction, as de-
22 fined in section 223(h) of the Communications Act
23 of 1934 (47 U.S.C. 223(h)), including a digital for-
24 gery, of an identifiable individual who is a minor, as
25 that term is defined in such section.

1 “(6) LOCAL.—The term ‘local’ means any polit-
2 ical subdivision of a State.

3 “(7) STATE.—The term ‘State’ means any of
4 the 50 States of the United States, the District of
5 Columbia, the Commonwealth of Puerto Rico, the
6 Virgin Islands of the United States, Guam, Amer-
7 ican Samoa, or the Commonwealth of the Northern
8 Mariana Islands.

9 “(b) LIMITED LIABILITY FOR APPROVED VEN-
10 DORS.—

11 “(1) LIMITED LIABILITY FOR LAW ENFORCE-
12 MENT APPROVED VENDORS.—Except as provided in
13 paragraph (2), a civil claim or criminal charge may
14 not be brought in any Federal or State court against
15 an approved vendor relating to the approved ven-
16 dor’s performance of any contractual obligation or
17 service described in subsection (a)(1).

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

22 “(A) engaged in—

23 “(i) intentional misconduct; or

24 “(ii) negligent conduct; or

25 “(B) acted, or failed to act—

1 “(i) with actual malice;

2 “(ii) with reckless disregard to a sub-
3 stantial risk of causing injury without legal
4 justification; or

5 “(iii) for a purpose unrelated to the
6 performance of any responsibility or func-
7 tion described in subsection (a)(1)(B).

8 “(c) **VENDOR CYBERSECURITY REQUIREMENTS.—**

9 With respect to any child pornography, child obscenity, or
10 intimate visual depiction of a minor stored, maintained,
11 or processed by an approved vendor, such approved vendor
12 shall—

13 “(1) secure such child pornography, child ob-
14 scenity, or intimate visual depiction of a minor in a
15 manner that is consistent with the most recent
16 version of the Cybersecurity Framework developed
17 by the National Institute of Standards and Tech-
18 nology, or any successor thereto;

19 “(2) only access the child pornography, child
20 obscenity, or intimate visual depiction of a minor
21 upon consent of the covered agency contracting the
22 service and for the purpose of providing mainte-
23 nance, technical assistance, and forensic tool proc-
24 essing support in the cloud;

1 “(3) minimize the number of employees that
2 may be able to obtain access to such child pornog-
3 raphy, child obscenity, or intimate visual depiction of
4 a minor and maintain a list of employees who have
5 obtained such access;

6 “(4) employ end-to-end encryption for data
7 storage and transfer functions, or an equivalent
8 technological standard;

9 “(5) undergo an independent annual cybersecu-
10 rity audit to determine whether such child pornog-
11 raphy, child obscenity, or intimate visual depiction of
12 a minor is secured as required by paragraphs (1),
13 (3), and (4), including by assessing compliance with
14 the National Institute of Standards and Technology
15 Special Publication 800–53, Revision 5 (relating to
16 security and privacy controls for information sys-
17 tems and organizations) or any successor documents
18 or revisions; and

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

21 “(d) EVIDENCE STORAGE.—Any covered agency that
22 stores child pornography, child obscenity, or an intimate
23 visual depiction of a minor pursuant to a contract with
24 an approved vendor shall retain such evidence—

1 “(1) in compliance with the security policy of
2 the Criminal Justice Information Services Division
3 of the Federal Bureau of Investigation, or any other
4 similar and appropriate division within the Federal
5 Bureau of Investigation;

6 “(2) for a period consistent with the evidence
7 retention requirements applicable to the covered
8 agency under the relevant Federal, State, or local
9 law, rule of criminal procedure, or prosecutorial pol-
10 icy; or

11 “(3) in the absence of such law, rule, or policy,
12 for a period not less than the applicable statute of
13 limitations or the duration of any sentence imposed,
14 including the period of post-conviction review.

15 “(e) ADDITIONAL REQUIREMENTS FOR APPROVED
16 VENDORS.—

17 “(1) LOCATION OF DATA.—

18 “(A) IN GENERAL.—Except as provided in
19 subparagraph (B), each approved vendor shall
20 ensure that any child pornography, child ob-
21 scenity, or intimate visual depiction of a minor
22 stored pursuant to this section remains in the
23 United States.

24 “(B) EXCEPTION.—Child pornography,
25 child obscenity, and intimate visual depictions

1 of a minor stored under this section may be
2 transferred outside the United States only with
3 the express consent of the contracting covered
4 agency if such agency deems the transfer nec-
5 essary for investigative purposes.

6 “(2) NOTIFICATION LETTER.—

7 “(A) IN GENERAL.—Approved vendors
8 shall file a notification letter with the Criminal
9 Division of the Department of Justice not later
10 than 30 days after entering into a contract de-
11 scribed in subsection (a)(1)(B).

12 “(B) CONTENTS.—The notification letter
13 described in subparagraph (A) shall include the
14 entity name and point of contact information of
15 the approved vendor, the name of the con-
16 tracting covered agency, the period of perform-
17 ance of the contract, and an acknowledgment
18 by the approved vendor that the approved ven-
19 dor will notify the Child Exploitation and Ob-
20 scenity Section of the Criminal Division of the
21 Department of Justice of any changes to the in-
22 formation in the letter.

23 “(3) BREACH OF CONTRACT.—

24 “(A) IN GENERAL.—If a covered agency
25 fails to make required payment under a con-

1 tract, breaches any material term of such con-
2 tract, or otherwise terminates such contract
3 without establishing lawful transfer of the evi-
4 dence, the approved vendor shall, not later than
5 30 days after the failure, breach, or termi-
6 nation, notify the Criminal Division of the De-
7 partment of Justice in the case of a breach by
8 a Federal agency, or the appropriate State at-
9 torney general in the case of a breach by a
10 State or local agency.

11 “(B) MAINTENANCE OF EVIDENCE.—Upon
12 making a notification under subparagraph (A),
13 the approved vendor shall continue to preserve
14 and maintain the integrity of the evidence until
15 a prompt and lawful transfer of custody occurs
16 to the Criminal Division of the Department of
17 Justice or another Federal, State, or local law
18 enforcement agency with jurisdiction.

19 “(f) RULE OF CONSTRUCTION.—Nothing in this sec-
20 tion shall be construed to—

21 “(1) limit bona fide use by the contracting cov-
22 ered agency of child pornography, child obscenity, or
23 intimate visual depiction of a minor being stored by
24 the approved vendor, which includes providing such
25 child pornography, child obscenity, or intimate visual

1 depiction of a minor to any other party as necessary
2 for an investigation or prosecution;

3 “(2) limit the obligation of the contracting cov-
4 ered agency to comply with a constitutional or statu-
5 tory obligation, court order, or request from a victim
6 made pursuant to section 3509(m)(3) of title 18,
7 United States Code; or

8 “(3) authorize or require the audit, assessment,
9 or compliance verification of a governmental entity
10 or any system administered by a governmental enti-
11 ty.”.

12 (b) CLERICAL AMENDMENT.—Section 1(b) of the
13 PROTECT Our Children Act of 2008 (Public Law 110–
14 401; 122 Stat. 4229) is amended by inserting after the
15 item relating to section 201 the following:

“Sec. 202. Modernizing law enforcement’s ability to store child pornography,
child obscenity, and intimate visual depictions of minors and
limited liability for approved vendors.”.