

Calendar No. 345

119TH CONGRESS
2D SESSION

S. 3023

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

IN THE SENATE OF THE UNITED STATES

OCTOBER 21, 2025

Mrs. BLACKBURN (for herself, Ms. KLOBUCHAR, Mr. CORNYN, Mr. BLUMENTHAL, Mrs. BRITT, Mr. COONS, Mr. LEE, and Mrs. MOODY) introduced the following bill; which was read twice and referred to the Committee on the Judiciary

FEBRUARY 24, 2026

Reported by Mr. GRASSLEY, with an amendment

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

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 SEXUAL ABUSE MATERIAL.**

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

5 **“SEC. 202. MODERNIZING LAW ENFORCEMENT’S ABILITY TO**
6 **STORE CHILD PORNOGRAPHY AND CHILD OB-**
7 **SCENITY AND LIMITED LIABILITY FOR AP-**
8 **PROVED VENDORS.**

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

10 “(1) **APPROVED VENDOR.**—The term ‘approved
11 vendor’ means an organization, corporation, or enti-
12 ty that—

13 “(A) offers digital storage services, includ-
14 ing remote or cloud-based storage, and analyt-
15 ical and forensic tool processing support; and

16 “(B) has been contractually retained and
17 designated by a law enforcement or prosecu-
18 torial agency based in the United States to sup-
19 port the duties of such agency by—

20 “(i) storing digital child pornography
21 or child obscenity;

22 “(ii) making such child pornography
23 or child obscenity available to the con-
24 tracting agency, or any law enforcement or
25 prosecutorial agency designated by the
26 contracting agency, upon request; and

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

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

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

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

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

21 “(A) engaged in—

22 “(i) intentional misconduct; or

23 “(ii) negligent conduct;

24 “(B) acted, or failed to act—

25 “(i) with actual malice;

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

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

7 “(e) ~~VENDOR CYBERSECURITY REQUIREMENTS.—~~

8 With respect to any visual depiction stored and available
9 for analysis in the cloud storage service of an approved
10 vendor, and pursuant to the duties of law enforcement in
11 the investigation of the sexual exploitation of children, an
12 approved vendor shall—

13 “(1) secure such visual depiction in a manner
14 that is consistent with the most recent version of the
15 Cybersecurity Framework developed by the National
16 Institute of Standards and Technology, or any suc-
17 cessor thereto;

18 “(2) only access the visual depictions upon con-
19 sent of the law enforcement or prosecutorial agency
20 contracting the service and for the purpose of pro-
21 viding maintenance, technical assistance, and foren-
22 sic tool processing support in the cloud;

23 “(3) minimize the number of employees that
24 may be able to obtain access to such visual depic-
25 tion;

1 “(4) employ end-to-end encryption for data
2 storage and transfer functions, or an equivalent
3 technological standard;

4 “(5) undergo an independent annual cybersecurity
5 audit to determine whether such visual depiction
6 is secured as required under paragraph (1); and

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

9 “(d) EVIDENCE STORAGE.—Any law enforcement or
10 prosecutorial agency that stores evidence of child pornog-
11 raphy and child obscenity using cloud-based or remote
12 storage services shall retain such evidence—

13 “(1) in compliance with the security policy of
14 the Criminal Justice Information Services of the
15 Federal Bureau of Investigation;

16 “(2) for a period consistent with the evidence
17 retention requirements applicable to the inves-
18 tigating or prosecuting agency under the relevant
19 Federal, State, or local law, rule of criminal proce-
20 dure, 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) IN GENERAL.—Each approved vendor shall
4 ensure that cloud-based storage and analytics of
5 child pornography and child obscenity under this
6 section remain in the United States.

7 “(2) NOTIFICATION LETTER.—

8 “(A) IN GENERAL.—Approved vendors
9 shall file a notification letter with the Depart-
10 ment of Justice not later than 30 days after en-
11 tering into a contract described in subsection
12 (a)(1)(B).

13 “(B) CONTENTS.—The notification letter
14 shall include the entity name and point of con-
15 tact information of the approved vendor, the
16 name of the contracting agency, the period of
17 performance of the contract, and an acknowl-
18 edgment by the approved vendor that the ap-
19 proved vendor will notify the Department of
20 Justice of any changes to the information in the
21 letter.

22 “(3) BREACH OF CONTRACT.—

23 “(A) IN GENERAL.—If a law enforcement
24 or prosecutorial agency fails to make required
25 payment under a contract, breaches any mate-

1 rial term of such contract, or otherwise termi-
 2 nates such contract without establishing lawful
 3 transfer of the evidence, the approved vendor
 4 shall, not later than 30 days after the failure,
 5 breach, or termination, notify the Department
 6 of Justice, or in the case of a State or local
 7 agency, the appropriate State attorney general.

8 “~~(B) MAINTENANCE OF EVIDENCE.—~~Upon
 9 making a notification under subparagraph (A),
 10 the approved vendor shall continue to preserve
 11 and maintain the integrity of the evidence until
 12 a lawful transfer of custody occurs to the De-
 13 partment of Justice or another Federal, State,
 14 or local law enforcement agency with jurisdic-
 15 tion.”.

16 ~~(b) CLERICAL AMENDMENT.—~~Section 1(b) of the
 17 PROTECT Our Children Act of 2008 (Public Law 110-
 18 401, 122 Stat. 4229) is amended by inserting after the
 19 item relating 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.”.

20 **SECTION 1. SHORT TITLE.**

21 *This Act may be cited as the “Safe Cloud Storage Act”.*

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

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

6 **“SEC. 202. MODERNIZING LAW ENFORCEMENT’S ABILITY TO**
 7 **STORE CHILD PORNOGRAPHY AND CHILD OB-**
 8 **SCENITY AND LIMITED LIABILITY FOR AP-**
 9 **PROVED VENDORS.**

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

11 “(1) *APPROVED VENDOR.*—The term ‘approved
 12 vendor’ means an organization, corporation, or entity
 13 that—

14 “(A) offers digital storage services, includ-
 15 ing remote or cloud-based storage, and analytical
 16 and forensic tool processing support; 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 or child obscenity;

22 “(ii) making such child pornography
 23 or child obscenity available to the con-
 24 tracting agency, or any law enforcement or
 25 prosecutorial agency designated by the con-
 26 tracting agency, upon request; and

1 “(iii) providing maintenance, technical
2 and analytical assistance, and forensic tool
3 processing support upon request by the con-
4 tracting agency.

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

8 “(3) *COVERED AGENCY*.—The term ‘covered
9 agency’ means a Federal, State, or local law enforce-
10 ment or prosecutorial agency.

11 “(4) *LOCAL*.—The term ‘local’ means any polit-
12 ical subdivision of a State.

13 “(5) *STATE*.—The term ‘State’ means any of the
14 50 States of the United States, the District of Colum-
15 bia, the Commonwealth of Puerto Rico, the Virgin Is-
16 lands of the United States, Guam, American Samoa,
17 or the Commonwealth of the Northern Mariana Is-
18 lands.

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

20 “(1) *LIMITED LIABILITY FOR LAW ENFORCEMENT*
21 *APPROVED VENDORS*.—Except as provided in para-
22 graph (2), a civil claim or criminal charge may not
23 be brought in any Federal or State court against an
24 approved vendor relating to the approved vendor’s

1 *performance of any contractual obligation or service*
2 *described in subsection (a)(1).*

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

7 “(A) *engaged in—*

8 “(i) *intentional misconduct; or*

9 “(ii) *negligent conduct; or*

10 “(B) *acted, or failed to act—*

11 “(i) *with actual malice;*

12 “(ii) *with reckless disregard to a sub-*
13 *stantial risk of causing injury without legal*
14 *justification; or*

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

18 “(c) *VENDOR CYBERSECURITY REQUIREMENTS.—With*
19 *respect to any child pornography or child obscenity stored,*
20 *maintained, or processed by an approved vendor, such ap-*
21 *proved vendor shall—*

22 “(1) *secure such child pornography or child ob-*
23 *scenity in a manner that is consistent with the most*
24 *recent version of the Cybersecurity Framework devel-*

1 *oped by the National Institute of Standards and*
2 *Technology, or any successor thereto;*

3 *“(2) only access the child pornography or child*
4 *obscenity upon consent of the covered agency con-*
5 *tracting the service and for the purpose of providing*
6 *maintenance, technical assistance, and forensic tool*
7 *processing support in the cloud;*

8 *“(3) minimize the number of employees that may*
9 *be able to obtain access to such child pornography or*
10 *child obscenity and maintain a list of employees who*
11 *have obtained such access;*

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

15 *“(5) undergo an independent annual cybersecu-*
16 *rity audit to determine whether such child pornog-*
17 *raphy or child obscenity is secured as required by*
18 *paragraph (1), including by assessing compliance*
19 *with the National Institute of Standards and Tech-*
20 *nology Special Publication 800–53, Revision 5 (relat-*
21 *ing to security and privacy controls for information*
22 *systems and organizations) or any successor docu-*
23 *ments or revisions; and*

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

1 “(d) *EVIDENCE STORAGE.*—Any covered agency that
2 stores child pornography and child obscenity pursuant to
3 a contract with an approved vendor shall retain such evi-
4 dence—

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

10 “(2) for a period consistent with the evidence re-
11 tention requirements applicable to the covered agency
12 under the relevant Federal, State, or local law, rule
13 of criminal procedure, or prosecutorial policy; or

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

18 “(e) *ADDITIONAL REQUIREMENTS FOR APPROVED*
19 *VENDORS.*—

20 “(1) *LOCATION OF DATA.*—

21 “(A) *IN GENERAL.*—Except as provided in
22 subparagraph (B), each approved vendor shall
23 ensure that child pornography and child obscen-
24 ity stored pursuant to this section remains in the
25 United States.

1 “(B) *EXCEPTION.*—*Child pornography and*
2 *child obscenity under this section may be trans-*
3 *ferred outside the United States only with the ex-*
4 *press consent of the contracting covered agency if*
5 *such agency deems the transfer necessary for in-*
6 *vestigative purposes.*

7 “(2) *NOTIFICATION LETTER.*—

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

13 “(B) *CONTENTS.*—*The notification letter de-*
14 *scribed in subparagraph (A) shall include the en-*
15 *tity name and point of contact information of*
16 *the approved vendor, the name of the contracting*
17 *covered agency, the period of performance of the*
18 *contract, and an acknowledgment by the ap-*
19 *proved vendor that the approved vendor will no-*
20 *tify the Child Exploitation and Obscenity Sec-*
21 *tion of the Criminal Division of the Department*
22 *of Justice of any changes to the information in*
23 *the letter.*

24 “(3) *BREACH OF CONTRACT.*—

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

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

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

22 “(1) *bona fide use by the contracting covered*
23 *agency of child pornography or child obscenity being*
24 *stored by the approved vendor, which includes pro-*
25 *viding such child pornography or child obscenity to*

1 *any other party as necessary for an investigation or*
2 *prosecution; or*

3 *“(2) the obligation of the contracting covered*
4 *agency to comply with a constitutional or statutory*
5 *obligation, court order, or request from a victim made*
6 *pursuant to section 3509(m)(3) of title 18, United*
7 *States Code.”.*

8 *(b) CLERICAL AMENDMENT.—Section 1(b) of the PRO-*
9 *TECT Our Children Act of 2008 (Public Law 110–401; 122*
10 *Stat. 4229) is amended by inserting after the item relating*
11 *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.”.

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S. 3023

A BILL

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

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