

119TH CONGRESS
2D SESSION

H. R. 10198

To limit the use of nondisclosure agreements that restrict whistleblowing
by Federal employees and contractors, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

AUGUST 31, 2026

Mr. VINDMAN (for himself and Mr. SUBRAMANYAM) introduced the following
bill; which was referred to the Committee on Oversight and Government
Reform

A BILL

To limit the use of nondisclosure agreements that restrict
whistleblowing by Federal employees and contractors,
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 “Federal Worker Pro-
5 tection Act”.

6 **SEC. 2. FINDINGS.**

7 Congress finds the following:

8 (1) Federal employees serve as the public’s last
9 line of defense against waste, fraud, abuse, and vio-

1 lations of law within the executive branch. The abil-
2 ity of Federal employees to make protected disclo-
3 sures to Congress, Inspectors General, the Office of
4 Special Counsel, and other oversight bodies is essen-
5 tial to the functioning of democratic accountability.

6 (2) The Whistleblower Protection Act of 1989
7 (section 2302 of title 5, United States Code), the In-
8 spector General Act of 1978 (chapter 4 of such
9 title), and related statutes reflect firm judgment of
10 Congress that no employee of the Federal Govern-
11 ment shall suffer retaliation for lawfully disclosing
12 information about wrongdoing.

13 (3) Non-disclosure agreements imposed by exec-
14 utive agencies on Federal employees, even when
15 nominally compliant with existing whistleblower stat-
16 utes, can have a substantial chilling effect on pro-
17 tected disclosures through ambiguity of scope, fear
18 of enforcement proceedings, and administrative pres-
19 sure.

20 (4) The Office of Personnel Management's pro-
21 posed template non-disclosure agreements, published
22 for public comment in 2026, would, if finalized, be-
23 come part of the standard onboarding process for a
24 broad category of Federal employees and contrac-

1 tors, magnifying the potential for widespread chilling
 2 of protected speech.

3 (5) Congress has the authority and the obliga-
 4 tion to ensure that no executive instrument operates
 5 to narrow, diminish, or chill the statutory rights
 6 Congress has conferred upon Federal employees.

7 **SEC. 3. NDA TRANSPARENCY AND PLAIN-LANGUAGE DIS-**
 8 **CLOSURE REQUIREMENTS.**

9 (a) PLAIN-LANGUAGE RIDER REQUIRED.—An agen-
 10 cy may not require an employee to sign a covered NDA
 11 unless the covered NDA bears, in conspicuous and legible
 12 type on the covered NDA or as a clearly labeled and
 13 prominently displayed attachment to the covered NDA—

14 (1) a notice stating “YOUR PROTECTED
 15 DISCLOSURE RIGHTS” in boldface type no
 16 smaller than the body text of the NDA; and

17 (2) a statement immediately following such no-
 18 tice that—

19 (A) the employee retains the right to dis-
 20 close information to—

21 (i) the Office of Special Counsel;

22 (ii) the Inspector General of the em-
 23 ployee’s agency or any other Inspector
 24 General;

1 (iii) the Government Accountability
2 Office;

3 (iv) any committee or subcommittee of
4 Congress, or any Member of Congress or
5 member of congressional staff with appro-
6 priate security clearance, regardless of
7 committee assignment;

8 (v) the Merit Systems Protection
9 Board;

10 (vi) a Federal court of competent ju-
11 risdiction; and

12 (vii) any other channel designated by
13 law as a permissible recipient of a pro-
14 tected disclosure; and

15 (B) that the covered NDA may not be in-
16 voked or enforced by the agency to penalize,
17 discipline, or threaten the employee for any dis-
18 closure that constitutes a protected disclosure
19 under applicable law.

20 (b) FORMAT REQUIREMENTS.—The statement re-
21 quired under subsection (a) shall—

22 (1) appear before any signature block in the
23 covered NDA;

1 (2) not be reduced in font size or otherwise for-
2 matted in a manner designed to minimize its promi-
3 nence; and

4 (3) be provided to the employee in both the lan-
5 guage of the NDA and, upon request, in any lan-
6 guage in which the agency routinely communicates
7 with the employee.

8 (c) CIVIL LIABILITY.—An agency that imposes a cov-
9 ered NDA that does not comply with the requirements of
10 this section shall be liable to any affected employee for—

11 (1) a civil penalty of not less than \$5,000 per
12 violation; and

13 (2) reasonable attorney’s fees and costs in-
14 curred in any proceeding to enforce this section.

15 **SEC. 4. PRE-CLEARANCE BY THE OFFICE OF SPECIAL**
16 **COUNSEL.**

17 (a) PRE-CLEARANCE REQUIRED.—Before any agency
18 may use or distribute a covered NDA template, including
19 any template prepared or distributed by the Office of Per-
20 sonnel Management, the head of the agency shall submit
21 the template to the Office of Special Counsel for review
22 and certification.

23 (b) REVIEW STANDARD.—The Office of Special
24 Counsel shall review each submitted template and shall—

1 (1) certify the template if the Office determines
2 that no provision of the template, as applied to the
3 broadest plausible population of covered employees,
4 would restrict, discourage, or reasonably be inter-
5 preted to restrict or discourage a protected disclo-
6 sure; or

7 (2) return to the agency the template with writ-
8 ten objections specifying each provision that fails to
9 meet the standard in paragraph (1).

10 (c) REVIEW PERIOD.—The Office of Special Counsel
11 shall complete its review within 60 days of receiving a sub-
12 mission. If the Office fails to act within 60 days, the tem-
13 plate shall be deemed provisionally approved, but the Of-
14 fice may revoke provisional approval at any time upon
15 finding a subsequent deficiency.

16 (d) PROHIBITION ON USE WITHOUT CLEARANCE.—
17 No agency may impose a covered NDA using a template
18 that has not received certification or provisional approval
19 under this section. Any covered NDA imposed in violation
20 of this subsection shall be void and unenforceable.

21 (e) PUBLIC REGISTRY.—The Office of Special Coun-
22 sel shall maintain a publicly accessible online registry of
23 all templates submitted for review under this section, to-
24 gether with the Office’s certification determination or

1 written objections, and shall update the registry within 10
2 business days of each determination.

3 (f) ANNUAL REVIEW.—The Office of Special Counsel
4 shall review previously certified templates not less than
5 once every two years and may revoke certification upon
6 a finding that the template no longer meets the standard
7 in subsection (b)(1).

8 **SEC. 5. PRIVATE RIGHT OF ACTION AGAINST THREATENED**
9 **OR ACTUAL RETALIATORY NDA ENFORCE-**
10 **MENT.**

11 (a) RIGHT OF ACTION.—An employee who is subject
12 to, or is threatened with, retaliatory NDA enforcement
13 may bring a civil action in a United States district court
14 against the agency and against the agency official who di-
15 rected or carried out the threatened or actual enforcement
16 action.

17 (b) RELIEF AVAILABLE.—In an action under this
18 section, the court may award appropriate relief, includ-
19 ing—

20 (1) preliminary or permanent injunctive relief
21 staying any enforcement action or adverse personnel
22 action predicated on the covered NDA;

23 (2) a declaration that the challenged NDA pro-
24 vision is void as applied to the disclosed information;

1 (3) compensatory damages, including lost
2 wages, benefits, and other economic harm;

3 (4) punitive damages against an individual de-
4 fendant who acted with malice or reckless disregard
5 for the employee's protected disclosure rights; and

6 (5) reasonable attorney's fees and costs.

7 (c) ACCRUAL; RIPENESS.—A cause of action under
8 this section accrues upon the earlier of—

9 (1) any written or oral communication by an
10 agency official to the employee that the employee is
11 under investigation for, or may be subject to dis-
12 cipline arising from, an alleged NDA violation where
13 the underlying conduct would constitute a protected
14 disclosure; or

15 (2) any adverse personnel action predicated in
16 whole or in part on an alleged violation of a covered
17 NDA.

18 (d) BURDEN OF PROOF.—In an action under this
19 section—

20 (1) the employee bears the initial burden of
21 making a prima facie showing that the threatened or
22 actual enforcement action was predicated, at least in
23 part, on a disclosure that the employee reasonably
24 believed to constitute a protected disclosure; and

1 (2) once a prima facie showing is made, the
2 burden shifts to the agency to demonstrate by clear
3 and convincing evidence that the enforcement action
4 would have been taken for reasons entirely inde-
5 pendent of the protected disclosure.

6 (e) EXHAUSTION NOT REQUIRED.—An employee
7 need not exhaust administrative remedies before bringing
8 an action under this section.

9 (f) STATUTE OF LIMITATIONS.—An action under this
10 section must be filed within 3 years of the date of accrual
11 under subsection (c).

12 (g) NO PREEMPTION OF OTHER REMEDIES.—The
13 remedy provided by this section is in addition to, and does
14 not preempt, any remedy available under title 5, United
15 States Code, or any other provision of law.

16 **SEC. 6. STATUTORY SUPREMACY OF WHISTLEBLOWER PRO-**
17 **TECTION LAWS.**

18 (a) RULE OF SUPREMACY.—No covered NDA, NDA
19 template, Executive order, agency policy, memorandum, or
20 other executive-branch instrument shall be construed to—

21 (1) limit, restrict, condition, discourage, or pe-
22 nalize any protected disclosure;

23 (2) waive, modify, or reduce any right or pro-
24 tection conferred by section 2302 of title 5, United
25 States Code, chapter 4 of such title, section 7211 of

1 such title, or any other Federal statute conferring
2 whistleblower rights upon Federal employees; or

3 (3) serve as the legal basis for any adverse per-
4 sonnel action against an employee arising from a
5 protected disclosure.

6 (b) CONFLICT; VOID PROVISIONS.—In the event of
7 any conflict between a provision of a covered NDA and
8 any provision of the statutes listed in subsection (a)(2),
9 the statutory provision shall control as a matter of law.
10 Any NDA provision that purports to restrict a protected
11 disclosure is void ab initio and shall have no legal effect,
12 regardless of whether the employee signed the NDA or any
13 associated acknowledgment.

14 (c) AFFIRMATIVE DEFENSE.—In any administrative
15 or judicial proceeding in which an agency invokes a cov-
16 ered NDA to justify an adverse personnel action, an em-
17 ployee may raise as a complete affirmative defense the fact
18 that the underlying disclosure constituted a protected dis-
19 closure. The agency shall bear the burden of disproving
20 this defense by clear and convincing evidence.

21 (d) CODIFICATION.—The Office of Personnel Man-
22 agement shall incorporate the rule of supremacy estab-
23 lished in this section as a mandatory provision in every
24 NDA template it issues, revises, or distributes to agencies.

1 **SEC. 7. INSPECTOR GENERAL OVERSIGHT AND REPORT-**
2 **ING.**

3 (a) INDEPENDENT IG REVIEW.—Before an agency
4 may impose any covered NDA on its employees, the In-
5 spector General of that agency shall—

6 (1) independently review the proposed covered
7 NDA or NDA template;

8 (2) provide to the head of the agency a written
9 certification stating whether, in the Inspector Gen-
10 eral’s judgment, the covered NDA complies with all
11 applicable whistleblower protection statutes and this
12 Act; and

13 (3) transmit the certification simultaneously to
14 the Office of Special Counsel, the appropriate con-
15 gressional oversight committees, and the Govern-
16 ment Accountability Office.

17 (b) NEGATIVE CERTIFICATION.—If the Inspector
18 General determines that the covered NDA does not comply
19 with applicable law, the Inspector General shall—

20 (1) describe in writing each deficiency identi-
21 fied;

22 (2) publish the written description on the agen-
23 cy’s public website within 5 business days; and

24 (3) notify Congress as provided in subsection
25 (a)(3).

1 (c) LIMITATION.—An agency that receives a negative
2 certification may not impose the covered NDA until the
3 identified deficiencies have been remedied and a new cer-
4 tification issued.

5 (d) ANNUAL REPORT TO CONGRESS.—Not later than
6 90 days after the date of the enactment of this Act, and
7 February 1 of each year thereafter, each Inspector Gen-
8 eral shall submit to the appropriate congressional commit-
9 tees an annual report on NDA practices at the Inspector
10 General’s agency during the preceding fiscal year. Each
11 annual report shall include—

12 (1) the total number of covered NDAs executed
13 during the preceding fiscal year, disaggregated by
14 bureau, office, and position type;

15 (2) the total number of enforcement pro-
16 ceedings initiated, threatened, or concluded during
17 the preceding fiscal year in which a covered NDA
18 was cited;

19 (3) any instance in which a covered NDA was
20 cited in connection with a personnel action and the
21 underlying conduct of the employee involved a disclo-
22 sure that the Inspector General believes may have
23 constituted a protected disclosure;

24 (4) any corrective action taken or rec-
25 ommended; and

1 (5) any changes to agency NDA templates
2 made during the preceding fiscal year.

3 (e) GAO REVIEW.—Not later than 18 months after
4 the date of enactment of this Act and every 3 years there-
5 after, the Comptroller General of the United States shall
6 conduct an audit of agency NDA practices government-
7 wide and shall submit a report to Congress evaluating
8 agency compliance with this Act.

9 **SEC. 8. INSPECTOR GENERAL REMOVAL PROTECTIONS.**

10 (a) PROHIBITION ON REMOVAL FOLLOWING NEGA-
11 TIVE CERTIFICATION.—The President may not remove,
12 place on administrative leave, or otherwise diminish the
13 duties or authority of an Inspector General within 2 years
14 following the Inspector General’s issuance of a negative
15 certification under section 7(b), unless—

16 (1) the President provides, not fewer than 30
17 days before the effective date of the removal, written
18 notice to both chambers of Congress specifying the
19 reasons for removal; and

20 (2) the reasons stated in such notice do not in-
21 clude, directly or indirectly, the Inspector General’s
22 issuance of a negative certification or the Inspector
23 General’s oversight activities under this Act.

24 (b) SENATE CONFIRMATION OF SUCCESSOR.—Fol-
25 lowing the removal of an Inspector General under cir-

1 cumstances described in subsection (a), no person may
2 serve in an acting capacity in the Inspector General posi-
3 tion for more than 30 days unless the President has sub-
4 mitted a nomination for a permanent Inspector General
5 to the Senate. The Senate shall endeavor to consider such
6 a nomination within 90 days of receipt.

7 (c) REMEDIES FOR IMPROPER REMOVAL.—An In-
8 spector General who is removed in violation of this section
9 may seek reinstatement and compensatory damages in the
10 United States District Court for the District of Columbia.
11 Such action must be filed within 1 year of the effective
12 date of removal.

13 **SEC. 9. SEVERABILITY.**

14 If any provision of this Act, or the application of any
15 provision to any person or circumstance, is held to be un-
16 constitutional or otherwise invalid, the remainder of this
17 Act and the application of its provisions to other persons
18 or circumstances shall not be affected.

19 **SEC. 10. EFFECTIVE DATE.**

20 (a) IN GENERAL.—Except as provided in subsection
21 (b), this Act shall take effect on the date of the enactment
22 of this Act.

23 (b) TRANSITION PERIOD FOR EXISTING NDAs.—
24 With respect to covered NDAs executed before the date

1 of enactment of this Act, agencies shall have 180 days
2 from such date of enactment to—

3 (1) bring existing NDA templates into compli-
4 ance with sections 3 and 4; and

5 (2) provide written notice to all employees sub-
6 ject to existing covered NDAs of their rights under
7 this Act.

8 (c) APPLICATION.—During the transition period de-
9 scribed in subsection (b), any covered NDA executed be-
10 fore the date of enactment of this Act shall be construed
11 as if it contained the plain-language rider required by sec-
12 tion 3 and shall be subject to the statutory supremacy rule
13 in section 6.

14 **SEC. 11. DEFINITIONS.**

15 In this Act:

16 (1) AGENCY.—The term “agency” has the
17 meaning given such term in section 2302(a)(2)(C) of
18 title 5, United States Code.

19 (2) COVERED NDA.—The term “covered NDA”
20 means any non-disclosure agreement, confidentiality
21 agreement, or substantially similar instrument
22 that—

23 (A) is imposed or required by an agency as
24 a condition of employment, continued employ-

1 ment, onboarding, or access to agency systems
2 or information; and

3 (B) applies to any employee whose duties
4 involve access to sensitive, protected, or other-
5 wise non-public Government information.

6 (3) EMPLOYEE.—The term “employee”
7 means—

8 (A) an “employee” as such term is defined
9 in section 2105 of title 5, United States Code;
10 and

11 (B) a contractor or contractor personnel.

12 (4) INSPECTOR GENERAL.—The term “Inspec-
13 tor General” means an Inspector General appointed
14 under chapter 4 of title 5, United States Code.

15 (5) OFFICE OF SPECIAL COUNSEL.—The term
16 “Office of Special Counsel” means the Office of Spe-
17 cial Counsel established under section 1211 of title
18 5, United States Code.

19 (6) PROTECTED DISCLOSURE.—The term “pro-
20 tected disclosure” has the meaning given the term
21 “disclosure” in section 2302(a)(2)(D) of title 5,
22 United States Code, and includes any disclosure to
23 Congress or a Member of Congress.

24 (7) RETALIATORY NDA ENFORCEMENT.—The
25 term “retaliatory NDA enforcement” means any ac-

1 tual or threatened invocation of a covered NDA by
2 an agency, or any adverse personnel action predi-
3 cated in whole or in part on an alleged violation of
4 a covered NDA, where the underlying disclosure con-
5 stituted or would constitute a protected disclosure.

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