

119TH CONGRESS  
1ST SESSION

# H. R. 5457

To improve the visibility, accountability, and oversight of agency software asset management practices, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 18, 2025

Ms. BROWN (for herself, Ms. MACE, Mr. FALLON, and Mrs. MCCLAIN DELANEY) introduced the following bill; which was referred to the Committee on Oversight and Government Reform

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## A BILL

To improve the visibility, accountability, and oversight of agency software asset management practices, 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 “Strengthening Agency  
5 Management and Oversight of Software Assets Act”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

1           (1) ADMINISTRATOR.—The term “Adminis-  
2           trator” means the Administrator of General Serv-  
3           ices.

4           (2) AGENCY.—The term “agency” has the  
5           meaning given that term in section 3502 of title 44,  
6           United States Code, except that such term does not  
7           include an element of the intelligence community.

8           (3) CLOUD COMPUTING.—The term “cloud  
9           computing” has the meaning given the term in Spe-  
10          cial Publication 800–145 of the National Institute of  
11          Standards and Technology, or any successor docu-  
12          ment.

13          (4) CLOUD SERVICE PROVIDER.—The term  
14          “cloud service provider” has the meaning given the  
15          term in section 3607(b) of title 44, United States  
16          Code.

17          (5) COMPREHENSIVE ASSESSMENT.—The term  
18          “comprehensive assessment” means a comprehensive  
19          assessment conducted pursuant to section 3(a).

20          (6) DIRECTOR.—The term “Director” means  
21          the Director of the Office of Management and Budg-  
22          et.

23          (7) INTELLIGENCE COMMUNITY.—The term  
24          “intelligence community” has the meaning given the

1 term in section 3 of the National Security Act of  
2 1947 (50 U.S.C. 3003).

3 (8) PLAN.—The term “plan” means the plan  
4 developed by a Chief Information Officer, or equiva-  
5 lent official, pursuant to section 4(a).

6 (9) SOFTWARE ENTITLEMENT.—The term  
7 “software entitlement” means any software that—

8 (A) has been purchased, leased, or licensed  
9 by or billed to an agency under any contract or  
10 other business arrangement; and

11 (B) is subject to use limitations.

12 (10) SOFTWARE INVENTORY.—The term “soft-  
13 ware inventory” means the software inventory of an  
14 agency required pursuant to—

15 (A) section 2(b)(2)(A) of the Making Elec-  
16 tronic Government Accountable By Yielding  
17 Tangible Efficiencies Act of 2016 (40 U.S.C.  
18 11302 note; Public Law 114–210); or

19 (B) subsequent guidance issued by the Di-  
20 rector pursuant to that Act.

21 **SEC. 3. SOFTWARE INVENTORY UPDATE AND EXPANSION.**

22 (a) IN GENERAL.—As soon as practicable, and not  
23 later than 18 months after the date of enactment of this  
24 Act, the Chief Information Officer of each agency, in con-  
25 sultation with the Chief Financial Officer, the Chief Ac-

1quisition Officer, the Chief Data Officer, and General  
2Counsel of the agency, or the equivalent officials of the  
3agency, shall complete a comprehensive assessment of the  
4software paid for by, in use at, or deployed throughout  
5the agency, which shall include—

6(1) the current software inventory of the agen-  
7cy, including software entitlements, contracts and  
8other agreements or arrangements of the agency,  
9and a list of the largest software entitlements of the  
10agency separated by provider and category of soft-  
11ware;

12(2) a comprehensive, detailed accounting of—

13(A) any software used by or deployed with-  
14in the agency, including software developed or  
15built by the agency, or by another agency for  
16use by the agency, including shared services, as  
17of the date of the comprehensive assessment,  
18including, to the extent identifiable, the con-  
19tracts and other agreements or arrangements  
20used by the agency to acquire, build, deploy, or  
21use such software;

22(B) information and data on software enti-  
23tlements, which shall include information on  
24any additional fees or costs, including fees or  
25costs for the use of cloud services, that are not

1 included in the initial costs of the contract,  
2 agreement, or arrangement—

3 (i) for which the agency pays;

4 (ii) that are not deployed or in use by  
5 the agency; and

6 (iii) that are billed to the agency  
7 under any contract or business arrange-  
8 ment that creates duplication, or are other-  
9 wise determined to be unnecessary by the  
10 Chief Information Officer of the agency, or  
11 the equivalent official, in the deployment  
12 or use by the agency; and

13 (C) the extent—

14 (i) to which any software paid for, in  
15 use, or deployed throughout the agency is  
16 interoperable; and

17 (ii) of the efforts of the agency to im-  
18 prove interoperability of software assets  
19 throughout the agency enterprise;

20 (3) a categorization of software entitlements of  
21 the agency by cost, volume, and type of software;

22 (4) a list of any provisions in the software enti-  
23 tlements of the agency that may restrict how the  
24 software can be deployed, accessed, or used, includ-  
25 ing any such restrictions on desktop or server hard-

ware, through a cloud service provider, or on data ownership or access; and

(5) an analysis addressing—

(A) the accuracy and completeness of the comprehensive assessment;

(B) agency management of and compliance with all contracts or other agreements or arrangements that include or reference software entitlements or software management within the agency;

(C) the extent to which the agency accurately captures the total cost of software entitlements and related costs, including the total cost of upgrades over the life of a contract, cloud usage costs, and any other cost associated with the maintenance or servicing of contracts; and

(D) compliance with software license management policies of the agency.

(b) CONTRACT SUPPORT.—

(1) AUTHORITY.—The head of an agency may enter into 1 or more contracts to support the requirements of subsection (a).

(2) NO CONFLICT OF INTEREST.—Contracts under paragraph (1) shall not include contractors

1 with organizational conflicts of interest, within the  
2 meaning given that term under subpart 9.5 of the  
3 Federal Acquisition Regulation.

4 (3) OPERATIONAL INDEPENDENCE.—Over the  
5 course of a comprehensive assessment, contractors  
6 hired pursuant to paragraph (1) shall maintain oper-  
7 ational independence from the integration, manage-  
8 ment, and operations of the software inventory and  
9 software entitlements of the agency.

10 (c) SUBMISSION.—On the date on which the Chief In-  
11 formation Officer, Chief Financial Officer, Chief Acquisi-  
12 tion Officer, the Chief Data Officer, and General Counsel  
13 of an agency, or the equivalent officials of the agency,  
14 complete the comprehensive assessment, the Chief Infor-  
15 mation Officer shall submit the comprehensive assessment  
16 to the head of the agency.

17 (d) SUBSEQUENT SUBMISSION.—Not later than 30  
18 days after the date on which the head of an agency re-  
19 ceives the comprehensive assessment under subsection (c),  
20 the head of the agency shall submit the comprehensive as-  
21 sessment to—

22 (1) the Director;

23 (2) the Administrator;

24 (3) the Comptroller General of the United  
25 States;

1           (4) the Committee on Homeland Security and  
2       Governmental Affairs of the Senate; and

3           (5) the Committee on Oversight and Account-  
4       ability of the House of Representatives.

5       (e) CONSULTATION.—In order to ensure the utility  
6 and standardization of the comprehensive assessment of  
7 each agency, including to support the development of each  
8 plan and the report required under section 4(e)(2), the  
9 Director, in consultation with the Administrator, shall  
10 share information, best practices, and recommendations  
11 relating to the activities performed in the course of a com-  
12 prehensive assessment of an agency.

13       (f) INTELLIGENCE COMMUNITY.—For each element  
14 of the intelligence community, a comprehensive assess-  
15 ment described under subsection (a) shall be—

16           (1) conducted separately;

17           (2) performed only by an entity designated by  
18 the head of the element of the intelligence commu-  
19 nity, in accordance with appropriate applicable laws;

20           (3) performed in such a manner as to ensure  
21 appropriate protection of information which, if dis-  
22 closed, may adversely affect national security; and

23           (4) submitted in summary form, not later than  
24 30 days after the date on which the head of the ele-  
25 ment of the intelligence community receives the as-

1        sessment, by the head of the element of the intel-  
2        ligence community to—

3                    (A) the Director;

4                    (B) the Select Committee on Intelligence  
5                    of the Senate; and

6                    (C) the Permanent Select Committee on  
7                    Intelligence of the House of Representatives.

8        **SEC. 4. SOFTWARE MODERNIZATION PLANNING AT AGEN-**  
9                    **CIES.**

10        (a) IN GENERAL.—The Chief Information Officer of  
11        each agency, in consultation with the Chief Financial Offi-  
12        cer, the Chief Acquisition Officer, the Chief Data Officer,  
13        and the General Counsel of the agency, or the equivalent  
14        officials of the agency, shall use the information developed  
15        pursuant to the comprehensive assessment of the agency  
16        to develop a plan for the agency—

17                    (1) to consolidate software entitlements of the  
18        agency;

19                    (2) to ensure that, in order to improve the per-  
20        formance of, and reduce unnecessary costs to, the  
21        agency, the Chief Information Officer, Chief Data  
22        Officer, and Chief Acquisition Officer of the agency,  
23        or the equivalent officers, develop criteria and proce-  
24        dures for how the agency will adopt cost-effective ac-  
25        quisition strategies, including enterprise licensing,

1 across the agency that reduce costs, eliminate excess  
2 licenses, and improve performance; and

3 (3) to restrict the ability of a bureau, program,  
4 component, or operational entity within the agency  
5 to acquire, use, develop, or otherwise leverage any  
6 software entitlement (or portion thereof) without the  
7 approval of the Chief Information Officer of the  
8 agency, in consultation with the Chief Acquisition  
9 Officer of the agency, or the equivalent officers of  
10 the agency.

11 (b) PLAN REQUIREMENTS.—The plan of an agency  
12 shall—

13 (1) include a detailed strategy for—

14 (A) the remediation of any software asset  
15 management deficiencies found during the com-  
16 prehensive assessment of the agency;

17 (B) the ongoing maintenance of software  
18 asset management upon the completion of the  
19 remediation;

20 (C) automation of software license man-  
21 agement processes and incorporation of dis-  
22 covery tools across the agency;

23 (D) ensuring that officers and employees  
24 of the agency are adequately trained in the poli-  
25 cies, procedures, rules, regulations, and guid-

1           ance relating to the software acquisition and  
2           development of the agency before entering into  
3           any agreement relating to any software entitle-  
4           ment (or portion thereof) for the agency, in-  
5           cluding training on—

6                   (i) negotiating options within con-  
7                   tracts to address and minimize provisions  
8                   that restrict how the agency may deploy,  
9                   access, or use the software, including re-  
10                  strictions on deployment, access, or use on  
11                  desktop or server hardware and restric-  
12                  tions on data ownership or access;

13                  (ii) the differences between acquiring  
14                  commercial software products and services  
15                  and acquiring or building custom software;  
16                  and

17                  (iii) determining the costs of different  
18                  types of licenses and options for adjusting  
19                  licenses to meet increasing or decreasing  
20                  demand; and

21           (E) maximizing the effectiveness of soft-  
22           ware deployed by the agency, including, to the  
23           extent practicable, leveraging technologies  
24           that—

1 (i) measure actual software usage via  
2 analytics that can identify inefficiencies to  
3 assist in rationalizing software spending;

4 (ii) allow for segmentation of the user  
5 base;

6 (iii) support effective governance and  
7 compliance in the use of software; and

8 (iv) support interoperable capabilities  
9 between software;

10 (2) identify categories of software the agency  
11 could prioritize for conversion to more cost-effective  
12 software licenses, including enterprise licenses, as  
13 the software entitlements, contracts, and other  
14 agreements or arrangements come up for renewal or  
15 renegotiation;

16 (3) provide an estimate of the costs to move to-  
17 ward more enterprise, open-source, or other licenses  
18 that do not restrict the use of software by the agen-  
19 cy, and the projected cost savings, efficiency meas-  
20 ures, and improvements to agency performance  
21 throughout the total software lifecycle;

22 (4) identify potential mitigations to minimize  
23 software license restrictions on how such software  
24 can be deployed, accessed, or used, including any  
25 mitigations that would minimize any such restric-

1        tions on desktop or server hardware, through a cloud  
2        service provider, or on data ownership or access;

3            (5) ensure that the purchase by the agency of  
4        any software is based on publicly available criteria  
5        that are not unduly structured to favor any specific  
6        vendor, unless prohibited by law (including regula-  
7        tion);

8            (6) include any estimates for additional re-  
9        sources, services, or support the agency may need to  
10       implement the plan;

11           (7) provide information on the prevalence of  
12       software products in use across multiple software  
13       categories; and

14           (8) include any additional information, data, or  
15       analysis determined necessary by the Chief Informa-  
16       tion Officer, or other equivalent official, of the agen-  
17       cy.

18        (c) SUPPORT.—The Chief Information Officer, or  
19       other equivalent official, of an agency may request support  
20       from the Director and the Administrator for any analysis  
21       or developmental needs to create the plan of the agency.

22        (d) AGENCY SUBMISSION.—

23           (1) IN GENERAL.—Not later than 1 year after  
24       the date on which the head of an agency submits the  
25       comprehensive assessment pursuant to section 3(d),

1 the head of the agency shall submit to the Director,  
2 the Committee on Homeland Security and Govern-  
3 mental Affairs of the Senate, and the Committee on  
4 Oversight and Accountability of the House of Rep-  
5 resentatives the plan of the agency.

6 (2) INTELLIGENCE COMMUNITY.—Not later  
7 than 1 year after the date on which the head of an  
8 element of the intelligence community submits the  
9 summary assessment pursuant to section 3(f)(4), the  
10 head of the element shall separately submit the plan  
11 of the element to the Director, the Select Committee  
12 on Intelligence of the Senate, and the Permanent  
13 Select Committee on Intelligence of the House of  
14 Representatives.

15 (e) CONSULTATION AND COORDINATION.—The Di-  
16 rector—

17 (1) in coordination with the Administrator, the  
18 Chief Information Officers Council, the Chief Acqui-  
19 sition Officers Council, the Chief Data Officers  
20 Council, the Chief Financial Officers Council, and  
21 other government and industry representatives iden-  
22 tified by the Director, shall establish processes,  
23 using existing reporting functions, as appropriate, to  
24 identify, define, and harmonize common definitions,  
25 terms and conditions, standardized requirements,

1 and other information and criteria to support agency  
2 heads in developing and implementing the plans re-  
3 quired by this section; and

4 (2) in coordination with the Administrator, and  
5 not later than 2 years after the date of enactment  
6 of this Act, submit to the Committee on Homeland  
7 Security and Governmental Affairs of the Senate  
8 and the Committee on Oversight and Accountability  
9 of the House of Representatives a report detailing  
10 recommendations to leverage Government procure-  
11 ment policies and practices with respect to software  
12 acquired by, developed by, deployed within, or in use  
13 at 1 or more agencies to—

14 (A) increase the interoperability of soft-  
15 ware licenses, including software entitlements  
16 and software built by Government agencies;

17 (B) consolidate licenses, as appropriate;

18 (C) reduce costs;

19 (D) improve performance; and

20 (E) modernize the management and over-  
21 sight of software entitlements and software  
22 built by Government agencies, as identified  
23 through an analysis of agency plans.

1 **SEC. 5. GAO REPORT.**

2 Not later than 3 years after the date of enactment  
3 of this Act, the Comptroller General of the United States  
4 shall submit to the Committee on Homeland Security and  
5 Governmental Affairs of the Senate and the Committee  
6 on Oversight and Accountability of the House of Rep-  
7 resentatives a report on—

8 (1) Government-wide trends in agency software  
9 asset management practices;

10 (2) comparisons of software asset management  
11 practices among agencies;

12 (3) the establishment by the Director of proc-  
13 esses to identify, define, and harmonize common  
14 definitions, terms, and conditions under section 4(e);

15 (4) agency compliance with the restrictions on  
16 contract support under section 3(b); and

17 (5) other analyses of and findings regarding the  
18 plans of agencies, as determined by the Comptroller  
19 General of the United States.

20 **SEC. 6. NO ADDITIONAL FUNDS.**

21 No additional funds are authorized to be appro-  
22 priated for the purpose of carrying out this Act.

○