

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

(SC)Pl4-2/EN3-10  
Op-16-A-2-x  
L4-3/A8-4/EN3-10  
LL/ND  
Ser. No. 076916

NAVY DEPARTMENT  
Office of the Chief of Naval Operations  
Washington

February 12, 1942

CONFIDENTIAL

From: The Chief of Naval Operations.  
To: The Commandants, All Naval Districts (less the Sixteenth Naval District).  
The Commandant, Potomac River Naval Command.  
The Commandant, Severn River Naval Command.  
The Commandant, U. S. Naval Operating Base, Bermuda.

Subject: Civilian Naval Intelligence Service Operatives - Procedure re employment of

Reference: (a) NID Circ. Ltr. DC(C)1-40, dated Jan. 12, 1940.  
(b) NID Circ. Ltr. DC(C)3-40, dated Apr. 22, 1940.  
(c) NID Circ. Ltr. DC(C)12-41, dated May 9, 1941.  
(d) NID Circ. Ltr. DC(C)4-40, dated Oct. 9, 1940.  
(e) NID Circ. Ltr. DC(C)6-40, dated Oct. 30, 1940.  
(f) NID Circ. Ltr. DC(C)8-41, dated Apr. 7, 1941.  
(g) NID Circ. Ltr. DC(C)18-41, dated Aug. 4, 1941.

Enclosure: (A) Procedure re employment of Civilian Naval Intelligence Service Operatives - February, 1942.

1. References (a), (b), (c), (d), (e), (f) and (g), all of which relate to the employment and administration of Civilian Agents, Special Employees and Informers, are superseded by enclosure (A).

2. Enclosure (A) has been prepared in order to effect certain changes and to bring together in one document prior instructions with regard to the employment of Civilian Agents, Special Employees and Informers.

3. On various occasions the Office of Naval Intelligence has been confronted by agent applicants, or their sponsors, who demand to know why the applicant's employment was not approved by the Office of Naval Intelligence after the applicant had been advised that recommendation for his employment had been made by the Commandant. The approval by the Office of Naval Intelligence of

CONFIDENTIAL

ENCLOSURE (D) to Serial 0603416

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

(SC)P14-2/EN3-10  
Op-16-A-2-x  
L4-3/A8-4/EN3-10  
LL/ND  
Ser. No. 076916

CONFIDENTIAL

investigation reports on agent applicants is a confidential administrative matter, strictly within the province of the Navy Department, and Commandants should make no potentially embarrassing commitments or promises to such agent applicants, pending final approval of their employment by the Department. Also, all contact regarding the status of applications should be between the prospective agents and the District Intelligence Office, where applications were filed. Any correspondence from prospective agents concerning their applications hereafter received by the Navy Department will be forwarded to the appropriate Commandant for reply.

4. In order to avoid duplication of work and unnecessary correspondence, it is essential to observe strictly the procedure set forth in enclosure (A).

T. S. WILKINSON  
By Direction

CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

CONFIDENTIAL

Procedure re Employment  
of

CIVILIAN NAVAL INTELLIGENCE SERVICE OPERATIVES.

\* \* \* \*

February, 1942  
Office of Naval Intelligence

CONFIDENTIAL

*Enclosure (A) to Ser. No. 076916*

CONFIDENTIAL

DECLASSIFIED  
Authority *NN0803073*

## Table of Contents

## Civilian Naval Intelligence Service Operatives

Chapter

## I. Definition and Policy

Definitions	---	1(1)
Agents	---	1(2)
Duties	---	1(3)
Special Employees	---	1(4)
Informers	---	1(5)
Assignments of Agents - Policy for	---	2

## II. Agents and Special Agents

Qualifications	---	3(1)
Special Agents	---	3(2)
Agents	---	3(3)
Appointment of Special Agents	---	4(1)
Agents	---	4(2)
Investigation of Prior to Employment	---	6(1)
Sources of Information	---	6(2)
CNI Check	---	6(3)
Fingerprints	---	6(4)
Consideration by ONI	---	6(5)
Employment to follow approval	---	7
Execution of Contract	---	8(1)
Form of Contract	---	8(2)
Oath of Office, Execution of	---	9(1)
Oath of Office, Form of	---	9(2)
Personnel Affidavit, Execution of	---	10(1)
Personnel Affidavit, Form of	---	10(2)
Personnel Affidavit, Stamping notice of Execution on Contract	---	10(3)
Disposition of Contracts, etc.	---	11
Credentials for	---	13
Data Cards for	---	12(1)
Data Cards, Disposition of	---	12(1)
Monthly Report	---	14
Special Report	---	15
Transfers	---	16
DNI approval	---	16(1)
DIO approval	---	16(2)
Transportation	---	16(3)
Pay Accounts	---	16(4)
Orders similar to Officers	---	17(1)

CONFIDENTIAL

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

Report under	--	17(2)
Indorsements of	--	17(3)
Training School - Orders		
Transportation and Salaries	--	18
Salaries, Determination of	--	5
Time off from Work	--	19(1)
Fifteen Days	--	19(2)
Computation Basis	--	19(3)
Sickness	--	19(4)

III. Special Employees

Special Employees	--	20
No Contracts Required	--	21
Limitations	--	22

IV. Informers

Propriety of Using Informers	--	23
Need for Informers	--	24
Lookout Kept for Informers	--	25
Investigation	--	26
Pay	--	27(1)
Pay	--	27(2)
Pay	--	27(3)
Security for Informers	--	28
Designations for Informers	--	29
Personal Relationship	--	30

CONFIDENTIAL

ii  
CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

# CONFIDENTIAL

CONFIDENTIAL

## I N D E X

<u>Agents and Special Agents</u>	---	3
Agents, Education	---	3(3)
Agents, Employment & Salary	---	4(2)
Appointment of Special Agents, Salary, etc.	---	4(1)
Assignment of Agents, Policy for	---	2
Computation Basis, Time off	---	19(3)
Consideration by ONI, Applications	---	6(5)
Credentials for	---	13(1)(2)(3)
Data Cards for	---	12(1)
Data Cards, Disposition of	---	12(2)
Definitions	---	1(1)
Disposition of Contracts, etc.	---	11
Employment to follow approval	---	7
Execution of Contract	---	8(1)
Fifteen Days Leave	---	19(2)
Fingerprints	---	6(4)
Form of Contract	---	8(2)
Endorsement of Orders	---	17(3)
Investigation of Prior to Employment	---	6(1)
Monthly Report	---	14
Oath of Office, Execution of	---	9(1)
Oath of Office, Form of	---	9(2)
ONI Check	---	6(3)
Orders Similar to Officers	---	17(1)
Pay Accounts	---	16(4)
Personnel Affidavit, execution of	---	10(1)
Personnel Affidavit, Form of	---	10(3)
Personnel Affidavit, Stamping Notice of Execution of Contract	---	10(2)
Report under	---	17(2)
Salaries, Determination of	---	5
Sickness	---	19(4)
Sources of Information	---	6(2)
Special Agents, Education	---	3(2)
Special Report	---	15
Time off from Work	---	19(1)
Transfers, approval, by whom	---	16(1)(2)
Transportation	---	16(3)
Training School, Orders, Transportation and Salaries	---	18

CONFIDENTIAL

# CONFIDENTIAL

DECLASSIFIED  
Authority NN0803073

CONFIDENTIAL

CONFIDENTIAL

Republished from the Unclassified / Declassified Holdings of the National Archives

I N D E X

Definition and Policy

Agents	--	1(1)
Assignment of Agents, Policy for	--	2
Duties of Agents	--	1(3)
Informers	--	1(6)
Special Employees	--	1(5)

Informers

Definition	--	1(6)
Designations for Informers	--	29
Investigation of	--	26
Lookout kept for	--	25
Need for	--	24
Pay of	--	27(1)(2)(3)
Personal Relationship with	--	30
Propriety of Using	--	23
Security for	--	28

Special Employees

Contracts, Requirements for	--	21
Definition	--	1(5)
Employment of	--	20
Limitations upon	--	22

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

APPENDIX B.

CIVILIAN NAVAL INTELLIGENCE SERVICE OPERATIVES

Chapter I. Definitions and Policy

1.

(1) A Naval Intelligence Service Operative is defined as "any person authorized by the Director of Naval Intelligence to act in any investigative or inspector's capacity under the jurisdiction of the Naval Intelligence Service." Definitions

(2) Civilian Agents are divided into two (2) classes: Special Agents and Agents. Agents

(3) Special Agents and Agents shall be empowered to do and perform the duties pertaining to those offices in the collection of evidence, preparation of cases in matters of interest to the Navy and to perform other duties imposed upon them. Duties

(4) Special employees of the Naval Intelligence Service are defined as "individuals employed by the Naval Intelligence Service for a specific period of time and for particular tasks." Special Employees

(5) "Informer" is defined as: "An individual who confidentially informs a member of the Intelligence Service of a violation of law or furnishes other information indicative of actual or potential tendencies inimical to the Naval Establishment, Naval interest, or the National Defense in general, with special reference to actual or potential espionage or sabotage." Informers

2.

Agents and Special Agents employed by the Naval Intelligence Service may be assigned to duty: (1) in the United States; (2) in any of the territorial possessions of the United States; (3) in areas set aside for United States Naval Bases and shore establishments on foreign shores, and/or (4) in areas in foreign lands under the control of the United States or in foreign countries friendly to the United States where such friendly powers have acquiesced. Assignments of Agents - Policy for



CONFIDENTIAL

CONFIDENTIAL

Chapter II, Agents and Special Agents

3.

(1) Operatives will be native born citizens of the United States, physically qualified, of good character and reputation, of unquestionable loyalty, patriotism and integrity, of keen mental ability, sound judgment and good education. Due weight will be given to successful previous experience in business or investigative work. Qualifications

(2) Special Agents will be college graduates or the equivalent, at least twenty-three (23) years of age. Special Agents

(3) Agents will be at least high school graduates or the equivalent, twenty-one (21) years of age or over. Agents

4.

(1) Special Agents are appointed by the Director of Naval Intelligence, and shall be on duty within the Office of Naval Intelligence for assignment to duty at any place within the limitations of Chapter 1, Article 2. Their salary will range from \$2100.00 to \$5000.00 per annum. Appointment and Salary of Special Agents

(2) Agents are to be employed by the DIO for duty in their respective District Intelligence Organizations, or by the DNI for duty within the Office of Naval Intelligence. Their salaries shall range from \$2100.00 to \$3600.00 per annum. Agents- Employment and Salary of

5.

In determining the amount of salary to be paid agents and special agents, consideration should be given to the qualifications set forth in Article 3, the requirements of the work to which operative will be assigned, and the relation of the tentative salary to the salaries of other operatives. Whenever a prospective operative appears to be officer material and it is anticipated he will be an applicant for appointment in Class I-V(S), his salary should be commensurate with the pay and allowances of the rank to which he might be appointed.

6.

(1) Before employment by the Naval Intelligence Service, it is manifestly necessary that an individual meet certain stipulated requirements as to character, antecedents, loyalty, ability, etcetera, as well as the qualifications referred to in Article 3(1) hereof. In connection with ascertaining this information, an investigation of each subject will be made and reports submitted in duplicate on application blank NNI-126 and investigation report form NNI-119. Investigation of Prior to Employment

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

**CONFIDENTIAL**

Reproduced from the Unclassified / Declassified Holdings of the National Archives

(2) In submitting the investigation report and personal history statement, the forwarding letter will show affirmatively that the following has been done: Sources of Information

- (a) Local F.B.I. indices searched;
- (b) Citizenship verified;
- (c) Police Department records of former domiciles checked;
- (d) Past employment record checked;
- (e) References verified;
- (f) Education verified;
- (g) Date of birth checked;
- (h) Investigated to determine any subversive tendencies;
- (i) Character, reputation and qualification investigated.

(3) On receipt of the investigation report and personal history statement from Commandants of Districts and outlying Naval Stations, the files of the Office of Naval Intelligence and the Federal Bureau of Investigation in Washington will be searched. ONI Check  
Check will also be made to verify previous Military and Naval Service.

(4) If not already on file at the Federal Bureau of Investigation in Washington, fingerprints of the individual should also be forwarded with the recommendation. No favorable consideration will be given by the DNI on any recommendation for the employment of a civilian Special Agent or Agent until a negative report on the applicant's fingerprint record is received from the FBI. Fingerprints

(5) Report of application and investigation NNI-126 and NNI-119 shall be submitted in duplicate to ONI for approval or disapproval of employment, following which ONI will notify the Naval District concerned.

7.

Under no circumstances shall an agent be employed and compensation be paid him, in any Naval District, prior to the approval of his investigation Report (Form NNI-119), by ONI. Employment to follow approval

8.

(1) If the employment of the proposed agent is approved by ONI as provided in Article 6(5), Contracts shall be executed (i.e., signed) in triplicate by the agent and by the District Intelligence Officer, on behalf of the Naval Intelligence Service and witnessed by two competent persons who shall affix their signatures. For disposition of contracts, see Article 11. Execution of Contract

(2) The form of contract to be used for all Civilian Naval Intelligence Service Agents and Special Agents shall be as follows: Form of Contract

CONFIDENTIAL

- 3 -

**CONFIDENTIAL**

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

CONFIDENTIAL

N.N.I. 100 (Revised)

CONFIDENTIAL

UNITED STATES NAVY DEPARTMENT  
NAVAL INTELLIGENCE SERVICE

CONTRACT FOR \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name in full, printed or typed) (address)  
\_\_\_\_\_, State of \_\_\_\_\_, hereby contract  
and agree with \_\_\_\_\_,  
(Name) (Rank)  
\_\_\_\_\_, to accept employment as  
(Naval District)

\_\_\_\_\_ having first taken and subscribed to  
the oath of office, a copy of which is hereto annexed, as the basis of  
my employment.

The following articles of this contract are understood by me, and  
are accepted as being of the substance of this contract.

Art. 1. It is mutually agreed that my salary shall be \_\_\_\_\_

\_\_\_\_\_ dollars per month, and that in addition all  
actual and necessary traveling expenses under order, or orders, and ne-  
cessary incidental expenses incurred, or to be incurred in connection  
with the Intelligence Service will be allowed when such traveling and  
incidental expenses are accounted for by me in accordance with the  
"Revised Instructions for the Accounting and Use of the Fund for the  
Collection and Classification of Information", or any amendments thereto.

Art. 2. It is understood and agreed that my employment may be  
terminated at any time without recourse. Under such circumstances I  
shall be entitled to any accrued compensation, and transportation from  
place of termination of contract to place of execution of contract as  
given herein.

Art. 3. It is understood and agreed that I may be sent to  
any place under the control and authority of the United States where  
my services may be required, and that my headquarters may be changed  
as the work of the Naval Intelligence Service may require, and that  
no transfer will be made from one station to another solely for  
personal reasons. (Note. - If for work abroad this article must  
be reworded as necessary to cover the work to be performed.)

Art. 4. The confidential nature of the relations of the members  
of the Naval Intelligence Service with the public is fully under-  
stood by me; and the strictly confidential character of any and all  
information secured by me, in connection directly or indirectly  
with my work as a member of the Naval Intelligence Service or the  
work of other employees of which I may become cognizant, is fully  
understood by me; and neither during my tenure of service nor at  
any other time will I violate this confidence, and I agree that  
I will not divulge any information of any character whatsoever that  
may become known to me, to persons not officially entitled thereto.

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED  
Authority ND803073

CONFIDENTIAL

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

Art. 5. I understand fully all of the foregoing and that the conditions specified herein are agreeable to me; that I am fully cognizant that the provisions specified above are to be complied with and are to be regarded as a binding part of this contract, and that if employed I will abide by all the foregoing conditions.

Art. 6. In addition to the above I hereby certify that I have read sub-section (d) and (e) of Section 1 of the Espionage Act of 1917 as amended (50 U.S.C.31 (d) and (e) and am fully aware of the consequences for a violation thereof.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

For the Naval Intelligence Service by,

\_\_\_\_\_  
(Signature of employee, in full)

\_\_\_\_\_  
(Signature, name) (Rank)

\_\_\_\_\_  
(Title of Office)

Witnesseth:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.

(1) Three copies of the Oath of Office must be subscribed and sworn to, as provided in Appendix E-1, Naval Courts and Boards, as amended, before an officer on active duty in the Navy or Naval Reserve, of or above the rank of Commander, or an officer of corresponding rank in the Marine Corps, or a Notary Public under the Commandant who is qualified to handle confidential matter. (Except when officer comes under some other provision as stated in Appendix E-1, Naval Courts and Boards, as amended, and if such provision is relied upon, said officer's authority to administer oaths should be shown after his signature to any such contract or oath of office.) (As of December 13, 1941, the Secretary of the Navy issued an order, Alnav #152 (132036/152) under the authority of Article 69 of the Government of the Navy, authorizing officers of the rank of Lieutenant (jg), or First Lieutenant, or of higher rank of the Navy and Marine Corps, including retired and reserve officers, to administer oaths for purposes of Naval Justice and Administration.)

Oath of  
Office,  
Execution of

(2) The Oath of Office to be administered shall be as follows:

Oath of  
Office,  
form of

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

**CONFIDENTIAL**

OATH OF OFFICE

Reproduced from the Unclassified / Declassified Holdings of the National Archives

\_\_\_\_\_  
(Department or Establishment)

\_\_\_\_\_  
(Bureau or Office)

I, \_\_\_\_\_, do  
(Name in full, printed or typed)

solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter.  
SO HELP ME GOD.

\_\_\_\_\_  
(Signature of appointee)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_, at \_\_\_\_\_,  
(City or place) (State)

\_\_\_\_\_  
(SEAL)

Note. - If the oath is taken before a Notary Public the date of expiration of his commission should be shown.  
-----

Position to which appointed \_\_\_\_\_

Date of entrance on duty \_\_\_\_\_

CONFIDENTIAL

**CONFIDENTIAL**

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

CONFIDENTIAL

10.

(1) The Secretary of the Navy, under date of June 12, 1941, issued instructions requiring that Standard Form 47 (~~approved by the Bureau of the Budget, May 15, 1941~~) which is required in pursuance of law, shall be executed by all civil employees before a notary public and be filed with and retained by the Disbursing Officer carrying the accounts of the employees. Therefore, all special agents, agents, and special employees, but not informers, employed in the Naval Intelligence Service shall execute one copy of Standard Form No. 47, before a notary public under the Commandant who is qualified to handle confidential matters and said affidavit shall be filed with the person carrying the accounts of the agents involved. Whenever a notary fee is involved in connection with some document required, in order to qualify for appointment to a Federal position, the expense therefor shall be borne by the applicant.

Personnel affidavit  
execution of

(2) After execution of personnel affidavit (Standard Form No. 47) all three copies of contract will be stamped on the face thereof, reading as follows:

Personnel affidavit,  
Stamping of notice  
of execution on  
Contract

"Above named agent has executed required affidavit (Std. Form #47) stating he is not, nor will he become while so employed, a member of any organization advocating overthrow of the U. S. Govt. by force or violence."

(3) The Personnel Affidavit, (Standard Form No. 47) to be used, is as follows:

Personnel affidavit,  
form of

Standard Form No. 47  
Approved by the Bureau  
of the Budget  
May 15, 1941

PERSONNEL AFFIDAVIT

\_\_\_\_\_  
(Department or agency)      (Bureau or division)      (Place of employment)

\_\_\_\_\_  
Name  
(Given name, initial or initials, if any, and last name. Print or type)

Section 9A of Public 252--76th Congress, approved August 2, 1939, otherwise known as the "Hatch Act," provides:

"(1) It shall be unlawful for any person employed in any capacity by any agency of the Federal Government, whose compensation, or any part thereof, is paid from funds authorized or appropriated by any Act of Congress, to have membership in any political party or organization which advocates the overthrow of our constitutional form of government in the United States.

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED  
Authority ND803073

CONFIDENTIAL

CONFIDENTIAL

Reproduced from the Unclassified / Declassified Holdings of the National Archives

"(2) Any person violating the provisions of this section shall be immediately removed from the position or office held by him, and thereafter no part of the funds appropriated by any Act of Congress for such position or office shall be used to pay the compensation of such person;"

It is provided in various appropriation acts that no part of the funds so appropriated shall be used to pay the salary or wages of any person who advocates, or who is a member of an organization that advocates, the overthrow of the Government of the United States by force or violence, and that an affidavit shall be considered prima facie evidence that the person making the affidavit does not advocate, and is not a member of an organization that advocates, the overthrow of the Government of the United States by force or violence. Such acts provide further that any person who advocates, or who is a member of an organization that advocates the overthrow of the Government of the United States by force or violence and accepts employment, the salary or wages for which are paid from any such appropriation, shall be guilty of a felony and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 1 year, or both, and that the above penalty shall be in addition to, and not in substitution for, any other provisions of existing law.

\* \* \* \* \*

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have read and understand the foregoing; that I do not advocate the overthrow of the Government of the United States by force or violence; that I am not a member of any political party or organization that advocates the overthrow of the Government of the United States by force or violence; and that during such time as I am an employee of the Federal Government, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the Government of the United States by force or violence.

\_\_\_\_\_  
(Signature of employee)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

A. D., 19\_\_\_\_, at \_\_\_\_\_,  
(City of place) (State)

(SEAL)

CONFIDENTIAL

<sup>-8</sup>  
CONFIDENTIAL

DECLASSIFIED  
Authority NND803073

CONFIDENTIAL

**CONFIDENTIAL**

Reproduced from the Unclassified / Declassified Holdings of the National Archives

11.

Following execution of Contract, Oath of Office and Personnel affidavit, two (2) copies of each should be forwarded to ONI and one copy of each will be retained in the permanent files of the District Intelligence Officer, where they will be available for inspection by the Agent but may not be removed from that office.

Disposition of  
Contracts, etc

12.

(1) Agent data cards (Form NNI-101), shall be filled out in triplicate for all agents or special agents. Agent data cards shall be stamped "confidential".

Data cards  
for

(2) One agent data card will be retained in the District Intelligence Office and two agent data cards forwarded to the ONI, together with respective contracts and oaths of office.

Data cards  
disposition  
of

13.

(1) Credentials for Naval Intelligence Service Operatives comprise identification cards and badges.

Credentials  
for

(2) Credentials for operatives will be issued only by the Director of Naval Intelligence, and the file number of all pertinent correspondence will carry the file reference Op-16-B, PI-5/EN3-10. Credentials will be issued only upon the recommendation of the Commandants of Naval Districts, Naval Bases and outlying Naval Stations.

(3) Persons to whom credentials are issued shall be made fully cognizant of the fact that loss or compromise of such credentials is a serious matter and must be immediately reported to the issuing authority. Operatives must be advised at time of issuance of credentials that disciplinary action will result in cases of lost credentials where the circumstances surrounding the individual case warrant the same.

14.

On the last day of each calendar month a report shall be prepared in each Naval District, showing the number and classification of Civilian Agents employed by such District, their names, their respective salaries, and dates of employment. This report shall be mailed to the Director of Naval Intelligence.

Monthly re-  
port

CONFIDENTIAL

**CONFIDENTIAL**

DECLASSIFIED  
Authority NND803073



All changes in status of Civilian Agents, (including termination of employment for any reason, or call to active duty ~~when Agent is a Reserve Officer, etc.~~), should be communicated to ONI as soon as practicable.

## 16.

Transfers of Civilian Agents from one Naval District to another will be allowed for good and sufficient reason, only when such transfer would redound to the good of the Naval Intelligence Service and the procedure should be as follows:

(1) Transfers must have the approval of the Director of Naval Intelligence. Transfers  
DNI approval

(2) Transfers must be with the consent of the District Intelligence Officer of the Naval District to which it is proposed to transfer Operatives. DIO consent

(3) The transportation involved will be reimbursed by the Naval District to which Operative is transferred, upon receipt of properly executed claim prepared in accordance with the revised instructions referred to in Article 1 of Agent's Contract. However, claim for transportation of dependents and for household effects will not be allowed. Transportation

(4) The District transferring the Agent shall pay him up to and including the date of his detachment. His account will then be taken up for pay purposes by the District to which he is being transferred. A statement of account should be furnished by the transferring District to the receiving District. Pay accounts

## 17.

(1) In all transfers as set out in Article 16, supra, and in all changes of duty stations, agents shall proceed upon written orders similar in character to orders of officers. Orders Similar  
to officers

(2) When agents report for duty in accordance with written orders, they shall present the orders to the officer to whom they report. Report under

(3) Officers shall indorse upon the orders of those who report to them the fact that the person ordered has reported for duty, and the date and place at which he so reported. Indorsements of

## 18.

When agents are sent to Washington, D. C., for the Intelligence Training School, they shall proceed on written orders. The Agents' transportation to and from Washington, D. C., shall be furnished by the Commandant of the Naval District to which Training School  
Orders,  
Transportation  
and Salaries

CONFIDENTIAL

**CONFIDENTIAL**

they are attached. Agents' salaries and per diem allowance while attending school will be paid by the Office of Naval Intelligence, Washington, D. C.

19.

(1) There are no provisions for granting leave to civilian agents, under Naval Intelligence Service Contracts, under any laws or regulations relating to employees of the United States Government. Time off from work

(2) However, the District Intelligence Officer is authorized, at his discretion and so long as it does not interfere with the proper functioning of his office, to permit civilians, employed as Naval Intelligence Service Operatives, to take time off from their regular duties for periods not to exceed a total of fifteen (15) calendar days per annum during the present National emergency. Fifteen Days

(3) As a basis for computing time off, the year should commence July 1 and extend to June 30. A record of time off should be kept by the District Intelligence Officer in the file of the particular civilian Operative. Computation basis

(4) In case of time lost from work on account of sickness, the extent of the absence from duty should be reported and made a part of the record of the Operative. Sickness

CONFIDENTIAL

**CONFIDENTIAL**

DECLASSIFIED  
Authority NND803073

**CONFIDENTIAL**

CONFIDENTIAL

Chapter III. Special Employees

20.

In addition to Operatives, other individuals may be employed by the Naval Intelligence Service for a specific period of time for particular tasks. Such employees will be designated "Special Employees" and may carry such identification, other than Operatives' credentials, as the respective Commandants may prescribe; except that informers, employed as such, will be given no identification.

Special  
Employees

21.

In view of the fact that Special Employees are employed for particular tasks of a temporary nature, no contracts need be made with them.

No Contracts  
Required

22.

Special Employees are not to engage in the duties of Special Agents, Agents or Informers.

Limitations

CONFIDENTIAL

W 12 W

**CONFIDENTIAL**

DECLASSIFIED  
Authority NND803073

## Chapter IV. Informers.

23.

Officers of the Naval Intelligence Service appreciate the Propriety of importance of establishing and maintaining contacts with Informants in general for the purpose of facilitating the collection of information. At this time, with world conditions what they are, there is special need for providing all possible safeguards against potential or actual espionage or sabotage. It is more important to guard against or prevent their inimical actions than simply to apprehend the guilty. These considerations indicate both the necessity and the propriety in the execution of the mission of Naval Intelligence of making use of Informers. Using Informers

24.

The regular personnel of the Naval Intelligence Service, including Agents, is neither adequate in numbers, nor suitably located, to insure obtaining all the information of legitimate interest required by the Intelligence Service. Discreet use should be made of the services of Informers in such locations as shall be necessary. However, Informers should be used only for strictly legitimate and proper purposes to further the accomplishment of the mission of the Naval Intelligence Service. Need for Informers

25.

Good Informers may be located, incidentally, while carrying on regular investigations and intelligence activities, and a lookout for them should be maintained in areas in which their services are needed. Lookout Kept for Informers

26.

As a general rule, before employing Informers, it should be ascertained by an appropriate investigation that they are loyal, and otherwise generally reliable. It is recognized that there may be occasions when it is necessary to employ Informers who do not fulfill these desirable basic requirements, but, in such special cases, alleged information obtained from them should be accepted with appropriate reserve. When an individual having Government connection appears to be mercenary in connection with acting as an Informer, reserve is indicated in connection with such employment. Also caution must be exercised in regard to the motives of an Informer. These motives may be of a personal nature, springing from a grudge, or a desire to damage a competitor. Investigation

27.

(1) Informers may be volunteers working without pay or may be paid. They may be in the armed services, in other Government employment, or have no Government connection or status. Pay

(2) No person in the Naval Service shall ever be given extra pay for acting as an Informer although reimbursement may be made to such persons for actual necessary and extraordinary expenses incurred in obtaining or transmitting information.

(3) Compensation should be given Informers only when it is deemed the information is worth the prize. As a general rule, information should be paid for only on a C.O.D., and after verification, basis. Payment of a regular salary to an Informer is, except in very rare cases, a waste of funds. A duly signed receipt, should be obtained and filed for every payment made. The alias, nom de plume or other designation may be signed thus in each case. Handwriting and possibly fingerprints are obtained after the individual has signed a number of receipts, even though his proper name is not known. This receipt also substantiates payments if called for at any time by superior authority.

28.

Members of the Naval Intelligence Service should exercise the greatest care not to disclose the identity of or compromise the security of Informers. Reports received from them should, as a rule, be copied and the original reports destroyed. Notes on information supplied by them should not disclose the source of the information.

29.

Informers will be designated by a uniform system of symbols which are common to all Naval activities under the jurisdiction of the Naval Intelligence Service. For Naval Districts, the symbols used will be the letters "ND" followed by the district number and by the serial number of the individual, such as "ND-1-1", "ND-3-2", "ND-4-6", etc. The Washington Office will use the letters "Wn" followed by the serial number. Naval Stations, Guantanamo, Samoa and Guam will use "GTM", "S" and "GU", respectively, followed by the serial number. Each District Intelligence Office and that of each outlying Naval Station will keep a file of Informers properly cross-indexed as to symbol, pseudonym, right name or other designation and the type of information furnished.

30.

It is generally necessary to develop the use of Informers upon an individual basis. That is, Informers, as a general rule, will prefer to confide their information only to a specific individual or individuals in the Intelligence Organization and will not wish to do business with anyone not well known to them and, therefore, not enjoying their confidence.

CONFIDENTIAL

Chapter V. Agents(excepted status)

31.

All articles in Chapter I. on Agents and Special Agents apply to Agents(excepted status), except the following shall be applicable to Agents(excepted status):

Agents(excepted status) - factors applicable to

(1) Qualifications are only (a) Basic occupational experience for the type of intelligence activities involved; (b) Ability to perform activities of the type required; and (c) Unquestioned loyalty. (NOTE: Insofar as Agents(excepted status) are concerned, this may be considered a complete substitution for Article 3, Chapter I.)

(2) Rate of pay may be at any rate the Commandant shall prescribe, not to exceed \$3,600.00 per annum. (NOTE: Insofar as Agents(excepted status) are concerned, this may be considered as a substitute for Article 4(2) of Chapter I.) In exceptional cases, the Director of Naval Intelligence will consider requests, with supporting facts, for payment of higher rate of pay.

(3) Designation shall be "Agent(excepted status)".

(4) Any operative who meets all qualifications for Agent or Special Agent should be employed as such and not employed as an Agent(excepted status). However, if an operative meets all qualifications for Agent or Special Agent, yet it is not considered advisable to give him regular Agent credentials (Chap. I., Art. 13), he should be employed as an Agent(excepted status).

(5) Agents(excepted status) may carry such identification, other than operatives' credentials, as the respective Commandants may prescribe, except that Informers, employed as such, will be given no identification.

CONFIDENTIAL