

NAVY DEPARTMENT

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OFFICE OF THE CHIEF OF NAVAL OPERATIONS

WASHINGTON

(SC)P14-2/EN3-10  
Op-16-A-5  
L4-3/A8-4/EN3-10  
LL/ND  
Serial 02178816

EO 12958

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Date 21 SEP 98 UNCL NCT 22 October 7, 1942

From: The Vice 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: Naval Intelligence Service, Civilian Operatives -  
Revised Procedure re employment of.

References: (a) Conf. CNO ltr., Serial 0926016, dated Oct. 1, 1941.  
(b) Conf. CNO ltr., Serial 076916, dated Feb. 12, 1942.  
(c) Conf. DNI ltr., Serial 01052816, dated Apr. 20, 1942.  
(d) Conf. VCNO ltr., Serial 01180816, dated May 5, 1942.  
(e) Conf. VCNO ltr., Serial 01070216, dated May 6, 1942.  
(f) Conf. VCNO ltr., Serial 01304916, dated May 16, 1942.  
(g) Conf. VCNO ltr., Serial 01828516, dated July 25, 1942.  
(h) Conf. CNO ltr., Serial 0603416, dated Mar. 9, 1942.  
(i) Conf. CNO ltr., Serial 0701916, dated Mar. 12, 1942.  
(j) Conf. VCNO ltr., Serial 01173116, dated June 6, 1942.  
(k) Conf. VCNO ltr., Serial 01600916, dated June 30, 1942.  
(l) Res. VCNO ltr., Serial 2779516, dated July 11, 1942.

Enclosure: (A) Revised Procedure re Employment of Naval Intelligence  
Service Civilian Operatives - October, 1942.

1. References (a), (b), (c), (d), (e), (f), and (g), all  
of which relate to the employment and administration of Naval Intelli-  
gence Service Civilian Operatives, are hereby superseded by enclosure  
(A). However, paragraph 3 of reference (b) shall remain in full force  
and effect.

2. Reference (h), which contains instructions for the pro-  
tection of vessels, harbors, ports, and waterfront facilities, should  
be referred to in connection with the employment of Civilian Operatives  
for waterfront duties.

3. Reference (i), which contains instructions for the use  
and accounting for Funds for the Collection and Classification of

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Information; reference (j), which pertains to the employment of negroes as Civilian Operatives; reference (k), which sets forth a uniform procedure regarding salaries of I-V(S) applicant agents; and reference (l), which provides, among other things, for the expediting of the investigation reports of Civilian Agents, should all be reviewed in conjunction with enclosure (A).

4. Enclosure (A) has been prepared in order to revise and effect certain changes in prior instructions with regard to the employment of Civilian Operatives. In order to avoid duplication of work, unnecessary correspondence, and to expedite the employment of Naval Intelligence Service Operatives, it is essential to observe strictly the procedure set forth in enclosure (A).

/s/ H. C. Train

H. C. Train,  
By Direction.

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PROCEDURE RE EMPLOYMENT  
OF  
NAVAL INTELLIGENCE SERVICE  
CIVILIAN OPERATIVES

\* \* \* \*

REVISED  
OCTOBER  
1942  
DIVISION OF NAVAL INTELLIGENCE

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Unit: NCIS22 .....

ENCLOSURE (A) TO SERIAL 02178816

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## NAVAL INTELLIGENCE SERVICE CIVILIAN OPERATIVES

### Chapter I. Definitions and Policy

#### Article 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 special assignment capacity under the jurisdiction of the Naval Intelligence Service".

#### Definitions

(2) Civilian Agents are divided into three classes: Special Agents, Agents, and Agents (excepted status).

#### Agents

(3) Special Agents, Agents, and Agents (excepted status) shall be empowered to do and perform the duties pertaining to those offices in the collection of evidence and preparation of cases in matters of interest to the Navy and to perform other duties imposed upon them. Those Civilian Operatives who may be employed for waterfront duties have as their primary task the discovery and report of plans of sabotage and are not to be responsible for conducting security surveys of waterfront properties.

#### 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) An 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

(6) All correspondence of any nature whatsoever concerning a matter relating to Naval Intelligence Service Civilian Operatives shall be given a classification of not less than "confidential".

#### Correspondence Classification of - re operatives

#### Article 2.

(1) Special Agents, Agents, and Agents (excepted status) employed by the Naval Intelligence Service may be assigned to duty: (a) in the United States; (b) in

#### Assignments of Agents - Policy

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any of the territorial possessions of the United States;  
(c) in areas set aside for United States Naval Bases and  
shore establishments on foreign shores; and/or (d) 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.

Assignment of  
Agents - Policy  
(continued)

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Chapter II. Special Agents, Agents, and Agents (excepted status)

Article 3.

(1) Special Agents and Agents shall 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  
Special Agents  
and Agents

(2) Qualifications for Agents (excepted status) are only (a) basic occupational experience for the type of intelligence activities involved; (b) ability to perform activities of the type required; and (c) unquestionable loyalty.

Qualifications  
Agents (excepted  
status)

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

Special Agents

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

Agents

Article 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 I, Article 2. Their salaries will range from \$2100 to \$5000 per annum. However, in exceptional cases, the Director of Naval Intelligence will consider requests, with supporting facts, for payment of a higher rate of pay.

Appointment and  
Salary of Special  
Agents

(2) Agents are employed by the District Intelligence Officers for duty in their respective District Intelligence Organizations, or by the Director of Naval Intelligence for duty within the Office of Naval Intelligence. Their salaries shall range from \$2100 to \$3900 per annum. However, in exceptional cases, the Director of Naval Intelligence will consider requests, with supporting facts, for payment of a higher rate of pay.

Agents  
Employment and  
Salary of

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(3) Agents (excepted status) are employed by the District Intelligence Officer for duties in the Naval District where they are employed. Their rate of pay may be at any rate the Commandant shall prescribe, not to exceed \$3600 per annum. In exceptional cases, the Director of Naval Intelligence will consider requests, with supporting facts, for payment of a higher rate of pay.

Agents (excepted status) - Employment and Salary of

(4) Any operative who meets all qualifications for Agent or Special Agent should be employed as such and not employed as 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 (Article 13), he should be employed as an Agent (excepted status).

Determining of Classification

(5) All salaries and expenses for Naval Intelligence Service Civilian Operatives are allowed in accordance with the Instructions for the Use and Accounting of the Fund for the Collection and Classification of Information. (See Reference (i) of cover letter hereof).

C & C Funds - Use of

#### Article 5.

(1) 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 that he will be an applicant for appointment in Class I-V(S), his salary should be approximately commensurate with the pay and allowances of the rank to which he might be appointed. (Note: See Reference (k) of cover letter hereof.)

Determining of Salaries

#### Article 6.

(1) Before employment by the Naval Intelligence Service, it is manifestly necessary that an applicant for Special Agent, Agent, or Agent (excepted status) meet certain stipulated requirements as to character, antecedents, loyalty, ability, et cetera, as well as the qualifications referred to in Article 3 (1) or 3 (2), as

Investigation of - Prior to Employment

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the case may be. 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  
(continued)

(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) Investigation made to determine any subversive tendencies.
- (i) Character, reputation, and qualifications 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. Check will also be made to verify previous military and naval service.

ONI Check

(4) If not already on file in 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 Director of Naval Intelligence on any recommendation for the employment of a Special Agent, Agent, or Agent (excepted status) until a negative report on the applicant's fingerprint record is received from the F.B.I.

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.

Procedure in  
Submitting  
Reports

Article 7.

(1) Under no circumstances shall a Special Agent, Agent, or an Agent (excepted status) be signed up under a contract or employed and compensation paid him in any naval district prior to the approval of his investigation report (Form NNI-119) by ONI.

Employment to  
Follow Approval

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Article 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 duplicate 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 Naval Intelligence Service Special Agents, Agents, and Agents (excepted status) shall be as follows:

Form of Contract

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N.I. 100

(Rev. Oct. 1942)

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)  
\_\_\_\_\_, to accept  
(Rank) (Naval District)  
employment as \_\_\_\_\_, 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:

Article 1. It is mutually agreed that my compensation for all services rendered shall be at the rate of \_\_\_\_\_ dollars per month, and that in addition all actual and necessary traveling expenses under orders, and necessary 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 "Instructions for the Accounting and Use of the Fund for the Collection and Classification of Information", or any amendments thereto.

Article 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 to transportation from place of termination of contract to place of execution of contract as given herein.

Article 3. It is understood and agreed that I may be sent to any place

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under the control and authority of the United States where my services may be required, 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.

Article 4. The confidential nature of the relations of the members of the Naval Intelligence Service with the public is fully understood by me; and, during my tenure of service or at any other time, I agree not to divulge to persons not entitled thereto any classified information relating directly or indirectly to my work in, or obtained from other agencies or persons by virtue of my connection with, the Naval Intelligence Service.

Article 5. It is understood and agreed that I shall have no right (1) to annual, military, or sick leave, or (2) to disability compensation in case of sickness or injury while engaged in performance of duty under this contract.

Article 6. In addition to the above, I hereby certify that I have read (1) sub-section (d) and (e) of Section 1 of the Espionage Act of 1917 as amended (50 U.S.C. 31) and am fully aware of the consequences for a violation thereof, and (2) articles 75 $\frac{1}{2}$ , 76, 76 $\frac{1}{2}$ , United States Navy Regulations, 1920, amended.

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

For Nav. Intel. Serv. by: \_\_\_\_\_

Signature: \_\_\_\_\_

Witnesseth: \_\_\_\_\_

Title of Office: \_\_\_\_\_

Article 9.

(1) Two 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 Lieutenant (jg) or an officer of corresponding rank in the Marine Corps (Sec Alnav #152) or a Notary Public under the Commandant who is qualified to handle confidential matter.

Oath of Office  
Execution of

(2) The Oath of Office shall be administered to all operatives except Informers. For disposition of Oaths of Office, see Article 11.

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

Oath of Office  
Form of

OATH OF OFFICE

(Department or Establishment)

(Bureau or Office)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I  
(Name in full, printed or typed)  
will support and defend the Constitution of the United States against all ene-  
mies, 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 Declassified / Downgrade to .....

Auth: 6012958

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

Date: 21 SEP 98 Unit: ACIS22

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

Article 10.

(1) The Secretary of the Navy, under date of  
June 12, 1941, issued instructions requiring that

Personnel  
Affidavit

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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, Agents (excepted status), and Special Employees, but not Informers, employed in the Naval Intelligence Service shall execute two (2) copies of Standard Form 47 before a Notary Public under the Commandant who is qualified to handle confidential matters. One (1) copy of said affidavit shall be filed with the person carrying the accounts of the agents involved and one (1) copy shall be forwarded to ONI. If a notary fee is involved in executing this affidavit, the expense therefor shall be borne by the applicant since it is not a proper charge from Federal funds.

Personnel  
Affidavit -  
Execution of  
(continued)

(2) The Personnel Affidavit (Standard Form 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.

"(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."

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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 one year, or both, and that the above penalty shall be in addition to, and not in substitution for, any other provisions of existing laws.

\* \* \* \* \*

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 or Place) (State)

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Article 11.

(1) Following execution of Contract, Oath of Office, and Personnel Affidavit, one (1) copy of each shall be forwarded to ONI and one (1) copy of each shall be retained in the permanent files of the District Intelligence Officer, where they will be available for inspection by the operative but may not be removed from that

Disposition of  
Contracts, Etc.



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office.

Article 12.

(1) Agent Data Cards (Form NMI-101) shall be filled out in duplicate for all Special Agents, Agents, and Agents (excepted status). These Agent Data Cards shall be stamped "confidential".

Agent Data Cards

(2) One Agent Data Card shall be retained in the District Intelligence Office, and one Agent Data Card shall be forwarded to the ONI together with one copy each of respective Contract, Oath of Office, and Personnel Affidavit.

Disposition of  
Agent Data Card

Article 13.

(1) Credentials for Special Agents and Agents comprise identification cards and badges.

Credentials for  
Operatives

(2) Credentials for operatives (except Informers) 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, Pl-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.

Credentials -  
Loss of

(4) Agents (excepted status) and Special Employees may carry such identification, other than Special Agents' or Agents' credentials, as the respective Commandant may prescribe except that Informers, employed as such, will be given no identification.

Identifications  
Special Employees  
and Agents  
(excepted status)

Article 14.

(1) On the last day of each calendar month, a report shall be prepared in each Naval District, showing the number and classification of operatives (except Informers) employed by such District, their names, their

Monthly Report

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respective salaries per month, and their dates of entrance on duty. The report shall contain the above information on the following Operatives: (a) Agents, (b) I-V(S) Applicant Agents, (c) Agents (excepted status), and (d) Special Employees. This report shall be mailed to the Director of Naval Intelligence within five days after the end of each month.

Monthly Report  
(continued)

Article 15.

(1) All changes in status of Operatives (except Informers), including termination of employment for any reason, or call to active duty when Agent reports as a Reserve Officer, etc., should be communicated to ONI as soon as practicable. When an Agent reports for active duty as a Reserve Officer, his Contract shall be cancelled on the day preceding the day on which he actually reports for such active duty.

Change in Status  
or Termination  
of Employment

Article 16.

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

Transfers

- (a) Transfers must have the approval of the Director of Naval Intelligence.
- (b) Transfers must be with the consent of the District Intelligence Officer of the Naval District to which it is proposed to transfer Operatives.
- (c) 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.
- (d) 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.

DNI Approval

DIO Consent

Transportation

Pay Accounts

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Article 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 form to orders of officers.

Orders Similar to Officers' Orders

(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.

Indorsement of Orders

Article 18.

(1) When Agents are sent to Washington, D. C., for the Intelligence Training School, they shall proceed on written orders. The Agent's transportation to and from Washington, D. C., shall be furnished by the Commandant of the Naval District to which he is attached. Agents' salaries and per diem allowances while attending school will be paid by the Office of Naval Intelligence, Washington, D. C.

Training School Transportation and Salaries

(2) Intelligence Officers, Agents, and Special Agents are eligible to attend the ONI Domestic Intelligence Training School. I-V(S) applicant Agents, Agents (excepted status), Special Employees, and, of course, Informers are not eligible to attend the school.

ONI Training School - Those Eligible to Attend

(3) The following form of orders shall be used when Agents are ordered to the ONI Domestic Intelligence Training School:

Agents' Orders Training School

-----  
From: The District Intelligence Officer, \_\_\_\_\_ Naval District.  
To : Agent \_\_\_\_\_.  
Subject: Temporary additional duty orders.

1. You will proceed to Washington, D. C., and report to the Director of Naval Intelligence, Navy Department, Building "L", Room 1200, at 9:00 a.m. on \_\_\_\_\_ for temporary duty under instruction. Upon completion of your course of instruction, on or about \_\_\_\_\_, when directed by the Director of Naval Intelligence, you will then proceed to \_\_\_\_\_ and report to the District Intelligence Officer \_\_\_\_\_ naval District.

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2. You will file with this office any claim for salary or expenses due you up to the date of your detachment under these orders. Your salary and per diem expenses of \$6.00 while under instruction in Washington, D. C., will be paid by the Office of Naval Intelligence.

\_\_\_\_\_  
District Intelligence Officer

-----  
FIRST ENDORSEMENT

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

From: The District Intelligence Officer.  
To : Agent \_\_\_\_\_.

1. Detached. Carry out basic orders.
2. Salary and subsistence, if any, have been paid in full on and through the above date.

\_\_\_\_\_  
District Intelligence Officer

-----  
SECOND ENDORSEMENT

Washington, D. C.

\_\_\_\_\_  
(date)

From: The Director of Naval Intelligence.  
To : Agent \_\_\_\_\_.

1. Reported.

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THIRD ENDORSEMENT

Washington, D. C.

\_\_\_\_\_  
(date)

From: The Director of Naval Intelligence.  
To : Agent \_\_\_\_\_.

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1. Detached. Proceed in accordance with basic orders.
  2. Salary and subsistence have been paid in full through this date.
- 

Article 19.

(1) Since Naval Intelligence Service Civilian Operatives are not regular Federal employees, there are no provisions for granting leave (annual, military, or sick) to them under Naval Intelligence Service Contracts nor under any laws or regulations relating to employees of the United States. 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 Agents and Agents (excepted status) 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 a National Emergency or War. 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 time lost from work on account of sickness exceeds two (2) days, the extent of the absence from duty should be reported to the District Intelligence Officer and made a part of the record of the Operative. Sickness

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Chapter III. Special Employees

Article 20.

(1) Certain individuals other than Special Agents, Agents (excepted status), and Informers may be employed by the Naval Intelligence Service for a specific period of time for particular tasks. Such individuals will be designated "Special Employees" and may carry such identification, other than regular agents' credentials, as the respective Commandants may prescribe; except that Informers, employed as such, will be given no identification. (See Article 13 (4)).

Special Employees

Article 21.

(1) In view of the fact that Special Employees are employed for particular tasks of a temporary nature, no contracts need be made with them. However, Special Employees are required to execute in duplicate the Oath of Office and Personnel Affidavit. (See Article 9 (2) and Article 10 (1)).

No Contracts  
Required

Article 22.

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

Limitations

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Chapter IV. InformersArticle 23.

(1) Officers of the Naval Intelligence Service appreciate the importance of establishing and maintaining contacts with informants in general for the purpose of facilitating the collection of information. 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.

Propriety of  
Using Informers

Article 24.

(1) 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

Article 25.

(1) 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

Article 26.

(1) 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

Investigation

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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  
(continued)

Article 27.

(1) Informers may be volunteers working without pay or may be paid. They may be in the armed services, in other Government employ, 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 price. 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.

Article 28.

(1) 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.

Security for  
Informers

Article 29.

(1) 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

Designations  
for Informers

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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.

Designations  
for Informers  
(continued)

Article 30.

(1) 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.

Personal  
Relationship

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