

SECURITY GUIDANCE FOR REPRESENTATIVES

As you may be representing a client who is affiliated with the Central Intelligence Agency, the Office of Security is providing the following guidance for your review. This guidance answers typical questions that you may have about working with classified information. The guidance assumes that you have received Secret-level approval in conjunction with your anticipated representation of an Agency-affiliated client. If you have any questions about the guidance, please contact your designated Agency security officer, named in the cover letter.

What does my Secret-level approval mean, in general?

You have been granted Secret-level approval in anticipation that representing your client may involve classified information. In fact, the mere association of your client with the Agency may be classified. As a result, you may be authorized access to certain information classified up to and including SECRET, provided that an appropriate Agency official has first determined you have a bona fide need-to-know for the information.

Your Secret-level approval is for you alone and is limited to your representation of your client in this particular case. *It is not transferable* to other cases involving your client, to other cases involving other Agency-affiliated individuals, or to matters involving other US Government organizations unconnected with your client. **If you are retained to represent other Agency-affiliated personnel, other than your present client, you will need to complete a separate Secrecy/Non-disclosure Agreement for each client.** *Unless you are specifically authorized by the Agency,* your Secret-level approval does not allow you to access Agency facilities, interview other Agency-affiliated personnel, discuss classified information with anyone (including persons in your office) who lacks a security approval and a bona fide need-to-know, and access and/or store any classified documents or other classified information in any form.

What if I need to discuss this case or share information with others in my office?

You may discuss this case or share case-relevant information with others in your office, provided that you do not divulge classified information, including, but not limited to, your client's name and association with the Agency, if this association is classified. If you believe that others in your office will need access to classified information, contact your designated Agency security officer and request that those requiring access also be security approved. The Agency determines who has a need-to-know for classified information and who will be submitted for a Secret-level approval. You may not discuss or otherwise share classified information with other people until the Agency advises you that they have received their approval and have completed all the steps you are being asked to complete as a security-approved representative. If you have questions about whether you may discuss or otherwise share classified information with someone, please contact your designated Agency security officer.

How do I know when information is classified?

Your client should not be providing you with classified information in any form unless the appropriate security arrangements have been made by your designated Agency security officer. If you are in doubt as to the classification of information you have received or wish to receive, your designated Agency security officer will assist you in determining the information's classification status. If your client provides you with information, such as the first and last names (vice first names and last initials) of Agency-affiliated individuals, intelligence sources or methods, site names or specific locations, summaries or details of Agency operations, detailed Agency organizational structures, statistics, and/or technologies, the information is most likely classified. You should handle and protect any and all such information as classified until your designated Agency security officer determines the classification status of the information.

What rules must I follow when working with information that may be classified?

The most important rule is that you may only discuss or otherwise share classified information with people who have an Agency-provided Secret-level approval, at a minimum, and an Agency-determined need-to-know for the information. You also may not undertake discussions of classified information in the presence of persons who have not received security approval or security approved persons lacking need-to-know.

A second important rule is that you may only review, create, store, and/or otherwise work with or handle classified information in an Agency secure area. The Agency secure area will be an office-like environment where you may more freely discuss classified or other sensitive details of the case with your client or other security approved members of your office, review classified information, create documents based upon this information, and store any documents or notes based upon this information. The Agency will provide you with paper and pens/pencils, stand-alone information processing equipment (e.g., a personal computer), and storage facilities. Only Agency-provided equipment and facilities may be used to create documents containing classified information. As an alternative, your designated Agency security officer can arrange for classified documents to be redacted into unclassified form for use at your office. You may neither create classified documents at your office, nor may you reconstruct classified documents from redacted, unclassified documents stored at your office.

When working in the Agency secure area, you will be escorted by your client or a cleared person unaffiliated with the case. Your designated Agency security officer will have any documents or notes you wish to remove from the secure area reviewed for classification purposes. If the documents or notes are classified, they must be sanitized before removal or remain in the secure area. Due to the difficulty with reviewing information in forms other than hardcopy, only unclassified hardcopy documents may be removed after approval. *Appropriate arrangements will be made to ensure that attorney-client privilege is preserved during the Agency's review of documents for classification purposes.*

For security reasons, you, like everyone else working at or visiting in the Agency, are subject to inspection by an Agency security officer. Do not bring into Agency buildings items capable of storing or otherwise recording classified information, such as personal computers, tape recorders, or data storage media, and items capable of transmitting such information, such as telephones, modems, or facsimile equipment. If you need to use such media or equipment, please contact your designated Agency security officer to arrange for Agency-provided media or equipment for use only in the Agency secure area and only in a secure manner. If you need to transfer unclassified information from your office's information processing equipment to the Agency-provided information processing equipment, please contact your designated Agency security officer to make arrangements. Depending upon the items and the manner in which they are used, if brought into Agency facilities, these items may have to remain under Agency control. Please note that vehicles with mobile telephones are permitted on Agency facilities; however, the telephones must remain inside the vehicle.

What restrictions are there on how I handle my client's information at my office?

You and others security approved at your office may not work with classified information at your office or anywhere else outside of an Agency secure area. This includes reviewing, creating, storing, and/or otherwise working with or handling such information. Fortunately, in most cases, classified information does not need to be included in the text of motions, briefs, or correspondence relating to any proceedings. For example, you may refer to Agency locations as "domestic location A" or "overseas location B." If your client's association with the Agency is classified, you may be provided with an alias for use with your client. In this case, your designated Agency security officer will arrange for you to be briefed on the alias and associated procedures. You also may be able to refer to your client and other Agency employees by generic job title(s) or by first name and last initial.

If your client's association with the Agency is classified, do not divulge his or her Agency association to any person who does not have an Agency granted security approval. For example, do not use your client's full name on the phone in any conversation linking him or her with the Agency. In addition, create and store any unclassified documents or notes referring to your client's true name separately (i.e., in separate documents in separate hardcopy or electronic case files, at a minimum) from any documents or notes that might suggest an Agency association. Use care not to associate the two. When paired with information such as Agency-unique forms, Agency letterhead, or Agency telephone numbers, a client's true name is classified.

If you have any doubt about whether hardcopy or electronic notes or documents you will be creating or discussions you will be holding are classified, contact your designated Agency security officer. If you mistakenly created such classified notes or documents or discussed classified information with a person who has not been security approved or a security approved person lacking need-to-know, contact your designated Agency security officer immediately.

In what forum may I present classified information, if necessary?

Presentation of classified information in a public forum is never permitted. Most cases do not require the presentation of classified information. However, the Equal Employment Opportunity administrative proceedings are conducted in a classified setting up to the SECRET level. If your client requests an administrative hearing under 29 C.F.R. 1614.108(f), either party may present classified information at the hearing. In most cases, it is not necessary to include classified information in the text of motions, briefs, or correspondence relating to the proceeding.

What procedures do I follow prior to submitting a court filing or otherwise promulgating anything related to or based upon my client's case, regardless of the classification?

Prior to submitting a court filing or otherwise promulgating anything related to or based upon your client's case, provide a copy of the filing or other information to your designated Agency security officer, unless you have made other arrangements with the Agency to ensure that classified information is not publicly disclosed. Your designated Agency security officer will ensure that an appropriate Agency representative, unaffiliated with the case, conducts a prepublication review of the information. This review will ensure that classified information is not disseminated to persons lacking appropriate clearances or security approvals.

What do I do if my client fails to gain Agency approval prior to releasing classified information to me or provides me such information outside of an Agency secure area?

If your client fails to gain Agency approval prior to releasing classified information or provides such information outside of an Agency secure area, contact your designated Agency security officer immediately.

What are the penalties for failing to adhere to this guidance?

When you read and sign the Nondisclosure/Secrecy Agreement and the Acknowledgment of Security Requirements form, you agree to adhere to this guidance as well as any other requirements noted in the agreement or form. Your failure to adhere to these requirements may result in the Agency withdrawing your security approval and/or your breach being referred to the Department of Justice for possible criminal prosecution. The Agency also reserves the right to withdraw your security approval should it receive any information indicating that you should not have continued access to classified information.

ACKNOWLEDGMENT OF SECURITY REQUIREMENTS

My signature below serves to acknowledge that I will abide by the security requirements associated with my representing a Central Intelligence Agency-affiliated individual. These requirements are set forth in the Secrecy/Non-Disclosure Agreement and the Security Guidance for Representatives. I was afforded the opportunity for a security briefing to discuss these requirements. Coincident with the briefing, among other things, I read and signed the Secrecy/Non-disclosure Agreement, read the Security Guidance for Representatives, and was given the opportunity to review the provided Executive Order, federal statutes, and regulations relating to the protection of classified information.

I have been provided an opportunity to ask questions about the information presented during the briefing, and I affirm that I understand the security requirements fully. I acknowledge that if I am retained to represent other Agency-affiliated personnel, other than my present client, that I will need to complete a separate Secrecy/Non-disclosure Agreement for each client. I also understand that my failure to abide by these requirements may result in the revocation of my Secret-level approval or additional administrative sanctions or criminal prosecution.

Signature

Date

Printed Name

Street Address/Suite Number

City, State, Zip Code

Witness Signature / Printed Name

Date

SECRECY/NON-DISCLOSURE AGREEMENT

1. I hereby consent to the terms of this Agreement in consideration of being granted access to certain official information that is classified or otherwise legally protected (hereinafter referred to as "National Security Information") in accordance with Executive Order 12958, as amended or superseded, and/or which is protected from disclosure pursuant to statutory authority. I understand that, by granting me access to National Security Information, the United States Government (USG) reposes special confidence and trust in me, and that I am obligated to protect this information from unauthorized disclosure.

2. In consideration of being provided National Security Information pursuant to this agreement, I agree that I will never divulge, publish, or reveal, either by work, conduct, or any other means, such information unless specifically authorized to do so by an appropriate official of the USG.

3. The provision of National Security Information pursuant to this agreement does not constitute any waiver by the USG of any statutory, evidentiary, common law, or other privilege.

4. I understand that my obligation not to further disclose National Security Information provided me pursuant to this agreement without USG approval will not prevent my representation of or the lawful enforcement of my client's rights. I agree, however, that before filing any court pleading or other documents on behalf of my client which may contain this National Security Information, I will notify the USG so that appropriate security protection can be sought by the USG prior to such filings being made.

5. These restrictions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. section 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

6. I understand that this agreement will remain binding upon me after the termination of my involvement with the USG.

Signature

Date

Printed Name

Social Security Number

Address

Date & Place of Birth

Witness Signature / Printed Name

Date