

OKLAHOMA NATIONAL GUARD

# G-3 Personnel Security & Passports

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#### Information

- 2 YEARS from your discharge or retirement your Security clearance will change to a "Loss of Jurisdiction", simply meaning the US Army no longer authorizes you access to Classified information based upon **their** determination of eligibility. Your investigation remains valid as long as you continue in some form **FEDERAL** of service within 2 yrs. from your separation from the OKARNG.
- When you come through my station I will give you your investigation date – your investigation is what civilian employers are looking for!
  - T1/NACI Investigations Good for 15 yrs.
  - T3-T3R/NACLC or ANACI Investigations Good for 10 yrs.
  - T5-T5R/SSBI, PPR or SBPR Investigations Good for 6 yrs.



OKLAHOMA NATIONAL GUARD

### Information

- Due to the Law of Reciprocity Other agencies may use our investigation to meet their Clearance requirements
- Many of you may have Security Clearances and do not realize it.
- As of 2005, HSPD-12 mandated that every Soldier entering into the service must possess a clearance in order to obtain a CAC. Therefore, investigations were initiated during the enlistment process through MEPS.
- The forms we are about to go over and that you will sign in front of me will be kept on file for a minimum of 50 years. (They will be stored in your iPERMS file).

# Outline of General Content Oral Security Debriefing



OUTLINE OF GENERAL CONTENT ORAL SECURITY DEBRIEFING
(Part of Security Termination Statement)

 PURPOSE OF DEBRIEFING: a. To establish that the individual dives in fact understand the implications, to hallonal accurity, and to him/her self, of the statules and regulations which he/she has read

of higher invalidation to the Individual that herine was afforded access to classified information solely because of higher invalidations of the interest o

2. SERCOUS NATURE OF THE SUBJECT MATTER WHICH REQUIRES THOST SECTION, Exprinsizes to the individual trail beassed information to idented and designed in the preferred Stateles and regulations which he'des task seed. As an illustration, clair the faul that SECRET debrins information is "thornation or matrical title upon subject to shirt COLUMN PERSUL" IN SECRET debrins information is "thornation or matrical title upon subject to shirt COLUMN PERSUL" IN SECRETION SECRETION TO THE INTROTOM, "Where the introduced in test description of amphisizes that such materials are with more sections in nature."

5. NEED FOR CALTION AND DISCRETION. 8. Emphasise to the individual title the respirability is: INSTREME to appeal bady vestable in that is previous or agency requesting my usual-series information to emphasise subharised (NEED-TO-KNOW) that information; that it helphas is leaving the service <u>includes evidion</u> employees; insolutely no other person or agency is authorized the closest left information.

b. Emphasize to the individual that the mere fact that he/she reads a news article which appears to copial described information in no way authorizes hin/her to confirm or deny the item. Explaint that good "guesses" frequently are reflected by the news media, but and "guesses" and incorrect information also are included.

 Caution the individual that history records a number of cases involving unauthorized disclosures in clubs and at social gatherings which have been reported and which resisted in puritive action.

 SUMMARY. Specifically ask the inclinated if he understands what he/she has read and what ne/she is about to sign. Based on his/her response. (and questions he/she may reise) re-emphasize the custom of the Security Termination Statement.

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# Oral Debriefing

- Purpose: Is to establish that you in fact understand the implications, to national security, and to yourself, in regards to the statutes and regulations listed below.
  - Espionage Laws: Title, U.S. Code, Sections 793, 794, 798 ("temporary extension of Section 794")
  - Internal Security Laws: Title 50, U.S. Code, Section 783.
  - DoD Regulation 5200.1-R, AR 380-5
  - Additionally applicable to Personnel who had access to RESTRICTED DATA: Atomic energy Act of 1954: Title 42, U.S. Code, Sections 2014, 2162, 2274, 2275, 2276 and 2277 and AR 380-150
- As a Soldier of the OKARNG you were afforded access to classified information solely because of your "need-to-know" and in the performance of official duties; this information was entrusted and officially charged to you; please understand even though you are separating from the service this in no way lessens your responsibilities and liabilities for ensuring that the classified knowledge acquired is not divulged in any manner to an unauthorized person or agency.
- PLEASE UNDERSTAND THE SERIOUSNESS IN NATURE THAT ALL CLASSIFIED INFORMATION REQUIRES PROTECTION BY YOU.

# (Cont.) Oral Debriefing



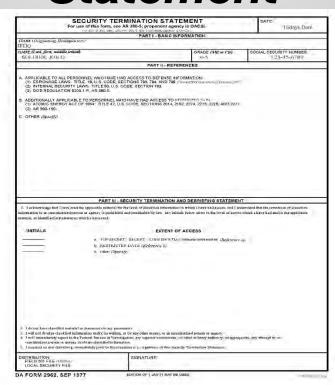
- SECRET defense information is "information or material that the unauthorized disclosure COULD RESULT IN <u>SERIOUS</u> DAMAGE TO THE NATION".
- TOP SECRET, RESTRICTED DATA, Compartmented information is even more serious in nature and COULD RESULT IN <u>EXTREME</u> DAMAGE TO THE NATION".
- NEED FOR CAUTION AND DISCRETION. It is your responsibility to specifically establish that a person or agency requesting information is officially authorized (NEED-TO-KNOW) that information. If you are leaving the service you need to understand that absolutely no other person or agency is authorized any type of classified information that you have been exposed to.
- PII AND PHI Please remember both of these are security classifications, therefore if any of you have documents in your possession that have this information on it, it must be turned into the unit prior to your separation.

# (Cont.) Oral Debriefing



- Please understand that if you read a news article or see something on TV that appears to contain classified information that this in no way authorizes you to confirm or deny this information for anyone or any agency. Often these articles are guesses by the news media and can easily be used to draw out facts from personnel.
- WARNING: History records show a number of cases where unauthorized disclosures have happened in clubs and social gatherings which have been reported and resulted in punitive action.
- Any questions?????

# DA 2962 Security Termination Statement





OKLAHOMA NATIONAL GUARD

#### DA 2962 Instructions



- Fill out Top portion Part I Basic Information
  - Date: Today's date
  - · From: JFHQ
  - Name: Last, First, Middle initial
  - Grade: Your current Grade
  - Social Security Number: List your Full SSN

#### •Part II - References listed on form

• Note: You will get a copy of this form for future reference

# (Cont.) DA 2962 Instructions

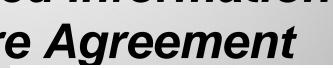
- •Part III Security Termination and Debriefing Statement.
- STATEMENTS YOU ARE AGREEING TO BY INITALING AND SIGNING THIS FORM:
- 1. You are acknowledging that you have read the applicable material for the level of classified information to which you have had access, and you understand that the revealing of classified information to an unauthorized person or agency is prohibited and punishable by law. Your initials on this form attest to the level of access which you have had and to the applicable material, as identified in References, which you have read.
  - 2. You do not have classified material or documents in your possession.
- 3. You will not divulge classified information orally, in writing, or by any other means, to an unauthorized person or agency.
- 4. You will immediately report to the Federal Bureau of Investigation, your superior/commander, or other military authority, as appropriate, any attempt by an unauthorized person or agency to obtain classified information.
- 5. You received an oral debriefing (previous slides and in handout), immediately prior to the execution (i.e. signature) of this Security Statement.

# (Cont.) DA 2962 Instructions



- (Cont.) Part III Security Termination and Debriefing Statement.
  - I will provide Extent of Access Information when you come through my station
  - Signature: You will sign this form in front of me at my station

# SF 312 Classified Information Nondisclosure Agreement





AN AGREEMENT BETWEEN AND THE UNITED STATES

There of transport of the people from the people of the pe 1.4(e) of Executive Order 13526 or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to dissified information, special confidence and trust shall be placed in me by the United States Government.

- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in aspertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures
- 3.1 have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could calles during a disclosure during the disclosure disclo the United States Government to receive it or (iii) I have been given prior written notice of authorization from the United States Cooperment Department of Approxy (incremitate Department or Approxy) representate to plant prior or last glurienty may a security observable to the classification of information or last glurienty may be considered to the classification status of information. I am exquise to confirm from an authorized official text the information is unclassified before I may disclose; it excepts to person as provided in (a) or (b), above, i further understand that I am obligated to comply with laws and regulations that prohibit the
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal any boulbor of special coefficience and fusit regularing such does arose, or instrumedion of my employment or other relationships with the Departments or Agencies that granted my security desarring or offerance or offerances, in addition, I have been additional that any maniforchise disclosure of classified information by the may constitute a violation, or violations of united States criminal laws, including the provisioned all centers 881, 782, 784, 788, 792 and 1926 this 18, United States Code: "the crovinces of section 2518(s) this Su.) United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. Unecognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalities, remunerations, and employments that have resulted, will result or may esult from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreemen
- 8. Fundament that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order profibiling disclosure of information in breach of this Agreement.
- 7. Lunderstand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the central of the United States Government unless and until otherwise determined by an authorized natural rise grophicy of our unior the control of the United Soutes Soverhindent United and until collective december of an attention of officials of first intellige of a count of law larger that it shall give their it is stated the manifestation with many or may come into my possession or for which it am responsible because of such access (a) upon demand by an authorized representative of the United States Government (b) also may be conducted on it is understand to office with the Department or Agency that last giardelin are assecurity eleanance or that provided me access the capital field information or (d) upon the conduction of my employment or other relationship that frequires access to relate in the other capital conductions of the capital conduction of th a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law
- 8 Unless and until I am released in writing by an authorized representative of the United States Government I understand that all nditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights of liabilities created by existing statute or Executive order relating to (1) cassified information. (2) communications to Congress, (3) the reporting to an inspective General of a validation of any law, role, or regulation, or mampragargament a gross weats of Linda, an abuse authority, or a subtraining and specific danger to public health or safety, or (4) any other tensiseblower protection. The definitions, requirements, obligations, lights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are rporated into this agreement and are controlling

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STANDARD FORM 312 (Rev. 7-2015) Prescribed by ODNI 32 OFR PART 2001.80 E.O. 13526

11. These restrictions are consistent with and do not supersade, conflict with, or disknows after the employee obligations rights or liabilities preside by Executive Order No. 1320 (FS Fee, Reg. 707), or any successor thereto section 7211 of the 5- United States Code, (provering dischlorure to Compact), section 1004 of that 10, United States Code, as arranded by the Military VintedStates Code, as a superson of the Code of the Military VintedStates VintedSta anctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement catefully and my questions, if any, have been answered. I acknowledge that this briefing officer has made available to me the Executive Crote and stabiles referenced in this agreement and its implementing regulation (32 CER Part. 2001, section 2001 RQC) (2) to find that (are the men of this time; if also choose

	NOT APPLICABLE TO NON-GOVERNMEN	T PERSONNEL SK	SNING THIS AGREEMENT
SIGNATURE		DATE	SOCIAL SECURITY NUMBER (See Notice bex

ORDANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE, NAME, ADDRESD, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER; (Type of gran)

SWITNESSED		TED THIS AGREEMENT		
	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT			
DATE	SIGNATURE	DATE		
HAME AND ADDRESS (Type or print)		NAME AND ADDRESS Type or wind		

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

reaffirm that the provisions of the espionage laws, other federal priminal laws and expositive orders applicable to this safeguarding of classifier information have been made available to meet that I have returned all considered information in my supplied, and in it is not communicate or training tracked in the provision of any unabhorized corson or organization that is will promptly report to the Federal Bureau of inspliction any attempt by a inition, and that I (have) (have not) (strike out inappropriate word or words) received a security depriating

SIGNATURE OF EMPLOYEE		DATE
HAME OF WITNESS Type or print	SIBNATURE OF WITNESS	

NOTICE: The Privary Act, 5 U.S.C. 502a, requires that federal apendes nform individuals, at the time information is soliced from them, whather the disclosure in meniodary or vicinitary, by what authory sees information, is soliced, and what uses will be made of the information. You are already privately where it is necessary to early the type law secretary to the control of the information indicated above or indicated above or indicated stoke or indicated stokes or indicated

STANDARD FORM 312 BACK (Rev. 7-2013)

OKLAHOMA NATIONAL GUARD

#### SF 312 Instructions



- •Fill out Top portion:
  - An Agreement Between \_\_\_\_\_\_ And the United States
- Skip to bottom portion of Page 2 "Security Debriefing Acknowledgement"
  - You reaffirm that the provisions of the espionage laws; other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to you; that you have returned all classified information in your custody; that you will not communicate or transmit classified information to any unauthorized person or organization; that you will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information and that you HAVE received a security debriefing.
  - You will sign and date this form in front of me at my station today. I will witness it and provide you a copy of it for future reference.



OKLAHOMA NATIONAL GUARD

# **QUESTIONS?**





