

CAMP ATTERBURY  
INTERMENT CAMP  
PRISONER OF WAR  
LABOR CONTRACT  
No. \_\_\_\_\_  
W 8012-IC(S.C.-V)-

AGREEMENT

FOR CIVILIAN INTERNEE AND/OR PRISONER OF WAR LABOR

between

\_\_\_\_\_  
(Contractor)

and

THE UNITED STATES OF AMERICA

CONTRACT FOR \_\_\_\_\_ AMOUNT, \$ \_\_\_\_\_

PLACE \_\_\_\_\_

This Contract is to be executed in quintuplicate with  
the following distribution:

Original  
Duplicate  
Triplicate

Quadruplicate  
Quintuplicate

- General Accounting Office
- The Provost Marshal General
- Commanding General of the  
Service Command
- Contracting Officer
- Contractor

THIS CONTRACT, entered into this                      day of                      , 19                      ,  
by THE UNITED STATES OF AMERICA (hereinafter called the "Government")  
represented by the Contracting Officer executing this Contract, and

d. Internees shall not work longer hours than the civilian population engaged in similar work in the vicinity. Except in emergencies, the working day, including the time consumed in passing to and from work, shall not be longer than ten hours; it being understood, however, that said limitation shall not be construed as constituting an habitual ten-hour working day.

e. Internees shall be allowed a period of rest of twenty-four consecutive hours a week, preferably on Sunday. When emergency requires work on Sunday, the day of rest shall be accorded as soon as practicable thereafter, and in no event shall the interval between successive rest days be longer than nine days.

f. The Contractor shall keep the premises upon which the internees are employed in a clean and sanitary condition and shall provide thereon certain facilities such as lavatories, toilets and the like.

g. The Government through authorized representatives shall have access, at all times, to the site of the work and other places which the internees are permitted to frequent during the working day for purposes of inspection and said representatives may direct the Contractor to correct all unsanitary, dangerous or other undesirable conditions which may be found to exist.

h. The several requirements and prohibitions of the Geneva Convention of July 27, 1929, with respect to Prisoners of War shall prevail in the event an inconsistency should exist between the articles of said Convention and any provision of this Contract.

i. Article 7. Disputes. — Except as otherwise specifically, provided in this Contract, all disputes concerning questions of fact which may arise under this Contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor at his address shown herein. Within 30 days from said mailing the Contractor may appeal in writing to the Secretary of War, whose written decision or that of his designated representative or representatives thereon shall be final and conclusive upon the parties hereto. The Secretary of War may, in his discretion, designate an individual, or individuals, other than the Contracting Officer, or a board as his authorized representative to determine appeals under this Article. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. The president of the board, from time to time, may divide the board into divisions of one or more members and assign members thereto. A majority of the members of the board or of a division thereof shall constitute a quorum for the transaction of the business of the board or of a division, respectively, and the decision of a majority of the members of the board or of a division shall be deemed to be the decision of the board or of a division, as the case may be. If a majority of the members of a division are unable to agree on a decision or if within 30 days after a decision by a division, the board or the president thereof directs that the decision of the division be reviewed by the board, the decision will be so reviewed, otherwise the decision of a majority of the members of a division shall become the decision of the board. If a majority of the members of the board is unable to agree upon a decision, the president will promptly submit the appeal to the Under Secretary of War for his decision upon the record. A vacancy in the board or in any division thereof shall not impair the powers, nor affect the duties of the board or division nor of the remaining members of the board or division, respectively. Any member of the board, or any examiner designated by the president of the board for that purpose, may hold hearings, examine witnesses, receive evidence and report the evidence to the board or to the appropriate division, if the case is pending before a division. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this Contract.

Article 8. Officials Not To Benefit. — No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

Article 9. Covenant Against Contingent Fees. — The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the Contract. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Article 10. The term "Contracting Officer", as used herein, shall include his duly appointed successor or his authorized representative.

Article 11. This Contract is subject to any and all future War Department regulations, circulars and instructions relative to the treatment of civilian internees and/or prisoners of war, and will be altered accordingly if inconsistent therewith.

Article 12. This Contract may be terminated:

a. By either of the contracting parties hereto by giving ten days' notice in writing to the other party; or

b. By the Government upon a finding by the Secretary of War or his duly authorized representative that any requirement or prohibition of the Geneva Convention of July 27, 1929, with respect to Prisoners of War has been violated by the Contractor. Such termination shall be effective in the manner and upon the date specified by the Government and shall be without prejudice to any claims which the Government may have against the Contractor.

Upon termination of this Contract, as provided in either a or b above, the Contractor shall pay to the Government all amounts due for man-days actually worked to and including the date of such termination.

Article 13. The Contractor shall make payment to the Contracting Officer by certified or cashier's check or United States Post Office money order payable to the Treasurer of the United States.

Article 14. In the event the work is accomplished in less than the contract time, payment will be made only for the man-days actually worked.

Article 15. Alterations. The following changes were made in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By

(Official Title, Contracting Office)

Two Witnesses:

(Business Address)

(THIS CERTIFICATE TO BE SIGNED IF CONTRACTOR IS A CORPORATION)

I, \_\_\_\_\_, certify that I am the  
secretary of the corporation named as Contractor herein; that  
\_\_\_\_\_, who signed this Contract on behalf of the Contractor,  
was then \_\_\_\_\_ of said corporation; that said Contract  
was duly signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
( Corporate )  
Seal )  
( )

CERTIFICATE OF CONTRACTING OFFICER

I hereby certify that, to the best of my knowledge and belief,  
based upon observation and inquiry, \_\_\_\_\_ who signed the Contract  
for the \_\_\_\_\_ had authority to execute the same, and  
is the individual who signs similar contracts on behalf of this corporation  
with the public generally.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Title

APPROVAL

Approved:

Date:

For the Commanding General,

Service Command.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Title

SCHEDULE A

1. The Contractor agrees to pay to the Government per Prisoner of War per day a minimum of eighty (80) cents plus the value of the ration, \_\_\_\_\_ cents, making a total of one (1) dollar and \_\_\_\_\_ cents. In the event that the amount due for any one day according to the following schedule exceeds the aforementioned minimum, payment will be made according to the following schedule:

2. The manner of payment by the Contractor will be as follows:

- a. The Contractor will pay the Government the total amount due for wages on the day when the particular project is completed, or on the last day of the month when the work project is longer than a month and is to be continued into the next month.
- b. This settlement will be made on the form of a certified check made payable to the Treasurer of the United States, such check being forwarded to the Camp Atterbury, Internment Camp Commander, according to the provisions of sub-paragraph a. above.
- c. The check mentioned in sub-paragraph b. above will be accompanied by four (4) copies of a letter, prepared by the Contractor, showing thereon the name of the Contractor; his address; the period covered by the settlement; the number and date of this agreement; the location of the work project; the project number, if any; the full names, (last names, first name, and middle initial, if any), internment serial number and nationality of each Prisoner of War employed, together with the following information placed opposite the name of each respective Prisoner of War:

Number of days worked, daily rate paid by Contractor,  
number of hours worked, and total amount due.

- d. The Contractor will certify as true and correct the original copy of the letter mentioned in sub-paragraph c. above, and forward all copies to the Camp Atterbury, Internment Camp Commander, together with the check.

3. The Contractor will transport the Prisoners of War to and from Camp Atterbury Internment Camp Warehouse, and to and from the place of employment. The time of departure and arrival from and at the Camp Atterbury Internment Camp Warehouse, respectively, will not be earlier than 7:00 A.M. and not later than 5:00 P.M.