

April 24, 1995

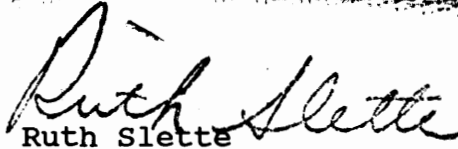
Mr. Dave Baughman
John Hancock Mutual Life Insurance Co.
1605 S. State St.
Suite 110
Champaign, IL 61820

Dear Mr. Baughman:

Enclosed is a fully-executed copy of Memorandum of Understanding
No. 1448-0004-95-964.

If you have any questions, please contact Don Calder, Supervisory
Contract Specialist, at the above address or telephone number
404/679-4058.

~~Sincerely yours,~~


Ruth Slette
Chief, Division of Contracting
and General Services

Enclosure

cc:
Refuge Manager - Alligator River NWR

Rec'd APR 27 1995
Manager JN
Deputy _____
A.R.Asst. _____
P.I.Asst. _____
Ranger _____
Bio _____
R.W.Bio SHM

Sec. _____
ALL _____
1.Action 3.File
2.Inform 4.Discard

MEMORANDUM OF UNDERSTANDING

between the

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

and the

U. S. FISH AND WILDLIFE SERVICE

DEPARTMENT OF INTERIOR

RECEIVED
DSFWS REG 2

MAR 14 '95

FWE

This MEMORANDUM OF UNDERSTANDING is made and entered into this 15 day of February, 1995 by and between the JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (hereinafter referred to as JOHN HANCOCK) and the United States of America, acting through the FISH AND WILDLIFE SERVICE (hereafter referred to as the SERVICE).

W I T N E S S E T H

WHEREAS, the SERVICE is authorized to take steps required for the development, management, advancement, conservation and protection of wildlife resources pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. sec. 742a et seq., the National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. sec. 668dd et seq., and the Endangered Species Act of 1973, 16 U.S.C. 1531-1543; 87 Stat. 884, as amended, and

WHEREAS, the SERVICE has implemented a historical attempt to reestablish the endangered red wolf (Canis rufus) on Alligator River National Wildlife Refuge, and

End. Sp. R-2			
MacMullin			
Brown			
Byles			
Chambers			
Divine			
Halvorsen			
Harp			
Helfert			
Lewis			
McDonal			
Parsons			
Spangle			
EL	HC	EC	TS
LES		AUS	
W	AL	CL	CG
		AI	FO
HA	CP	DX	
PA	PK	PT	SP

WHEREAS, the project represents the first time in history that an attempt has been made to reestablish an animal, extinct in the wild, back into its former range, and

WHEREAS, JOHN HANCOCK wishes to assist the SERVICE in the preservation and attempt to return to the wild the endangered red wolf, and

WHEREAS, JOHN HANCOCK owns several thousand acres of land adjacent to and near the Refuge containing habitats very similar to that of the Refuge, and

WHEREAS, occasionally within recent years red wolves have wandered onto lands owned and managed by JOHN HANCOCK and were required to be captured and returned to Refuge lands, and

WHEREAS, the red wolf is no threat to man and feeds primarily on small to medium-sized mammals.

NOW THEREFORE, JOHN HANCOCK and the SERVICE agree as follows:

1. That JOHN HANCOCK will allow red wolves to wander onto their lands and remain if the wolves so desire.
2. That JOHN HANCOCK will allow personnel of the SERVICE access to, in, over and across their lands to track, monitor, and if need be, capture the wolves. Personnel of

the SERVICE will enter the lands only after conferring with the local JOHN HANCOCK land manager.

3. That personnel of the SERVICE will immediately vacate JOHN HANCOCK lands if notified by the land manager that their presence is causing damage or deterioration to JOHN HANCOCK lands or in any other way hindering JOHN HANCOCK operations.
4. That upon termination of this agreement the SERVICE will immediately capture and remove all red wolves from JOHN HANCOCK lands.
5. That the liability of the United States for acts or omissions of its employees which result in the damages to JOHN HANCOCK, shall be governed by the terms of the Federal Tort Claims Act.
6. That pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress or resident commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Nothing in this Memorandum of Understanding shall affect or interfere with the fulfillment of the obligations and rights of either party hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This Memorandum of Understanding may be revised as necessary by mutual consent of either party by the issuance of a written amendment, signed and dated by both parties.

Either party may terminate this Memorandum of Understanding by providing written notice to the other. Unless terminated by written notice, this Memorandum will remain in force for a period of five years. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last day and date last below written.

3/1/95
Date

4/24/95
Date

John Hancock Mutual Life
Insurance Company: by Hancock Natural
Resource Group, Inc.

Jeffrey A. Conrad
Jeffrey A. Conrad, CFA

U. S. Department of Interior
Fish and Wildlife Service

Ruth Slette
Ruth Slette
Chief, Contracting and General Services