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United States Department of the Interior

FISH AND WILDLIFE SERVICE

75 SPRING STREET, S.W.

ATLANTA, GEORGIA

30303

March 19, 1990



Mr. Sam Martin
John Hancock Life Insurance Company
1605 S. State Street
Suite 110
Champaign, Illinois 61820-7237

Dear Mr. Martin:

On behalf of the U.S. Fish and Wildlife Service, I thank you for the support you have shown to the cause of wildlife conservation. The Memorandum of Understanding recently signed is a tremendous accomplishment for all of us--a fine example of how government and private organizations can work together effectively to manage wildlife.

In recent years, the Federal government has come to realize the need for cooperation and assistance from the private sector. A great deal of emphasis has been placed on developing good working relationships with individual and corporate landowners. And, this effort is paying off.

We are proud to be partners with John Hancock Mutual Life Insurance Company. We appreciate your willingness to cooperate with the Fish and Wildlife Service in providing more accessible habitat for the red wolf in eastern North Carolina. The cooperative spirit shown by this agreement will undoubtedly have an impact on other private corporations and individuals who may be in a position to cooperate in a similar fashion. In this way, you have helped us to establish a precedent that could potentially "snowball" its way to authorizing the use of hundreds of thousands of acres of land for red wolf or other wildlife populations.

Partnerships do much more than just provide additional habitat for wildlife. There is a clear, solid message with every partnership that says "We are all concerned about the future of America's wildlife heritage." With major corporations such as John Hancock going the extra mile for conservation, surely the general public will recognize the need for their support as well.

Please express my appreciation to Mr. Bill Swart. Refuge Manager John Taylor has been most complimentary of Mr. Swart and the working relationship they have developed in North Carolina. His support has clearly been crucial to this cooperative effort!

John Hancock has a proven track record in conservation. The establishment of the waterfowl sanctuary on Huntsman Farm in Arkansas was done with perfect timing to provide a real boost for our dwindling waterfowl populations, and I am sure there are many other examples of your Company's conservation achievements.

I assure you this agreement to provide additional habitat for the red wolf is appreciated. John Hancock richly deserves a great deal of public recognition and praise for this significant contribution to wildlife conservation.

Again, thank you for your support. We will look forward to a long partnership with John Hancock in the preservation of our wildlife resources for future generations.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "David B. Allen". The signature is fluid and cursive, with the first name "David" and last name "Allen" clearly distinguishable.

David B. Allen
Acting Regional Director

MEMORANDUM OF UNDERSTANDING

between the

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

and the

U. S. FISH AND WILDLIFE SERVICE

DEPARTMENT OF INTERIOR

This MEMORANDUM OF UNDERSTANDING is made and entered into this 15th. day of February, 1990 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

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.

John Hancock Mutual Life
Insurance Company

February 15, 1990

Date

By DMW its. Sp. ~~WBS~~

U. S. Department of Interior
Fish and Wildlife Service

3/19/90

Date

Dan B. Pulliam

for James W. Pulliam, Jr.
Regional Director
Southeast Region

