

# DRAFT - Week 1 Nov 4, 2019

Six Nations People's Cannabis Coalition

## Six Nations People's Cannabis Agreement

### PREAMBLE

*This is an Agreement of the Six Nations People's Cannabis Coalition (SNPCC) respecting regulation of the cannabis industry operating within the Six Nations of the Grand River Territory. This agreement covers only the regulation of business activities, no authority is being assumed over daily lives.*

### PART I

#### 1. RECITALS

*Whereas the Six Nations People's Cannabis Coalition owes a duty of care first and foremost to its members and residents;*

*Whereas the Six Nations People's Cannabis Coalition prioritizes the interests of the children of the community in the way Agreements are applied;*

*Whereas the Six Nations People's Cannabis Coalition has the right and the duty to protect Six Nations Rights and the protection, recognition and respect for Six Nations history, culture and traditions; and*

*Whereas the Six Nations People's Cannabis Coalition believes it is in the best interest of the community to resolve disputes by seeking community-based solutions when appropriate to do so;*

*Therefore, the Six Nations People's Cannabis Coalition Interim Cannabis Control Agreement, is enacted pursuant to the authority of the People of the Grand River Territory duty to govern in the best interest of its community's health and safety in the spirit of good governance. This Agreement is a reflection of the will expressed by community members and is enacted to address the concerns of both those in favour and those opposed to the legalization of cannabis in our community. This Agreement applies to all cannabis related businesses on the Six Nations of the Grand River Territory and will remain in effect until repealed, amended or updated by the People of Six Nations.*

### PART II

#### 2. PURPOSES

2.1 The purposes of the Agreement are to:

(a) Protect the health and safety of the people of Six Nations and other persons found within the Territory, and, in particular, to protect the health of young persons by

restricting their access and exposure to cannabis and cannabis by-products;

(b) prevent interference by external Agreement enforcement into Six Nations domestic affairs;

(c) facilitate a regulated and controlled cannabis industry that will promote and enhance socio- economic development, fiscal self-sufficiency and tangible benefits for people of Six Nations;

(d) provide for the legal production, distribution, sale, possession and use of quality-controlled cannabis within and from Six Nations;

(e) Deter illicit and illegal activities in relation to cannabis, including but not limited to:

(i) preventing cannabis from being diverted into the illicit or illegal market;

(ii) preventing illicit or illegal cannabis from entering the source of supply of the legal cannabis market;

(iii) through appropriate sanctions and enforcement measures; and

(f) balance the interests of Six Nations community members who, on the one hand are opposed to legal cannabis, with the interests of community members who support the regulated production and sale of cannabis in Six Nations, while the health and safety of the community remains paramount.

### **PART III**

#### **2. SHORT TITLE**

2.1 This Agreement may be cited as the "Six Nations People's Cannabis Agreement".

#### **3. PARAMOUNTCY OF AGREEMENT**

3.1 Through the enactment, application and enforcement of this agreement, the Six Nations People's Cannabis Coalition is occupying regulation of cannabis with participation by BOTH Six Nations Elected Council (SNGR) and Hereditary Chiefs Council (HCC) giving jurisdiction to SNPCC in the creation of an arms length Commission. This legislation is at the exclusion of the Federal and Provincial governments of Canada.

### **PART IV**

#### **4. JURISDICTION**

4.1 As production, distribution, and sale of cannabis has a significant impact on socio-economic development, health, safety and peace, order and good government within Six Nations, the Six Nations of the Grand River has the duty, obligation and a right to regulate and control cannabis within Six Nations, in a manner specifically needed by its membership.

### **PART V**

#### **5. INTERPRETATION**

5.1 For the purposes of this Agreement and the regulations:

"Accountable" means having a duty to provide complete and accurate information, provided the information is not subject to privilege or confidentiality;

"Approved Agent" means a person or persons approved by the Commission to carry out any of the functions set forth in this Agreement or the regulations, on behalf of the Commission;

"At arm's length" means buyers and sellers, companies, decision making bodies, etc. operate independently from one another, are not related and have no relationship to one another;

"Cannabis" means a plant that belongs to the genus *Cannabis* and includes:

(a) any part of a cannabis plant, including the phyto-cannabinoids produced by, or found in, such a plant, regardless of whether that part has been processed or not, other than a part of the plant referred to below;

(b) any substance or mixture of substances that contains or has on it any part of such a plant; and

(c) any substance that is identical to any phyto-cannabinoid produced by, or found in, such a plant, regardless of how the substance was obtained;

but does not include:

(d) a non-viable seed of a cannabis plant;

(e) a mature stalk, without any lead, flower, seed or branch, of such a plant;

(f) fiber derived from a stalk referred to above; and

(g) the root or any part of the root of such

a plant. "Commission" means the Six Nations Cannabis

Commission

"community" means the band members of Six Nations of the

Grand River,

both residents and non-residents

"consumer" means an individual that purchases cannabis for

personal use

"corporation" for the purposes of this Agreement means only those corporations that are 60% owned by Six Nations members or by other agencies of the Six Nations of the Grand River

"dispensary" means a commercial facility located within the Territory that is operated by the holder of a Dispensary Permit

"distribute" or "distribution", in respect of cannabis, means giving, transferring, transporting, sending, delivering, providing or otherwise making available in any manner, whether directly or indirectly, and includes offering to distribute;

"Distributor" means the holder of a valid Distribution Permit;

"Edibles" means any foods, candies, baked goods, or drinks that contain cannabis in some form that can be ingested rather than smoked or vaporized.

"Family member" means a spouse, parent, child, or sibling;

"illicit cannabis" means any cannabis obtained in any manner not contained within this Agreement or within the legal requirements of neighboring jurisdictions.

"Individual" means a single human being;

"Six Nations of the Grand River Territory" or Territory " means:

(a) the lands presently under the control and jurisdiction of the people of Six Nations of the Grand River including the lands referred to by the government of Canada as "Six Nations of the Grand River Reserve No. 40 or 40 b

(b) any and all lands that may be given reserve status by any means in the future;

(c) the water and waterways under the control and jurisdiction of the people of Six Nations of the Grand River

"permit" means a permit issued by the Six Nations of the Grand River Cannabis Control Commission

"permit holder" means a person who has been issued a permit by the Six Nations of the Grand River Cannabis Control Commission

"person" includes an individual, corporation, partnership, limited liability company and any other business entity recognized under the Agreements applicable within the Territory;

"possess" in respect of cannabis, means to have cannabis in a person's personal possession or knowingly have cannabis in the actual possession or custody of another person, or has cannabis in any place, whether or not that place belongs to or is occupied by the person, for the use of the person or of another person; the *Criminal Code of Canada* also allows the deeming of possession where "one of two or more persons, with the knowledge and consent of the rest, has anything in his custody or possession, it shall be deemed to be in the custody and possession of each and all of them."

"produce" or "production", in respect of cannabis, means to obtain it by any method or process, including by

(a) manufacturing;

(b) synthesis;

(c) altering its chemical or physical properties by any means; or

(D) cultivating, propagating or harvesting it or any living thing from which it may be otherwise obtained;

"holder" means the holder of a valid Production Permit;

"sell" means to transfer ownership in exchange for money or something of value and includes offer for sale, expose for sale and have in possession for sale;

"use", in respect of cannabis, means to smoke, vape, inhale, ingest, absorb or otherwise consume.

## **PART VI**

### **6. APPLICATION**

6.1 This operating Agreement applies to:

(a) All activities related to the cultivation, production, distribution, and sale of cannabis within, into and from Six Nations, and

(b) all persons and business entities situated or found within Six Nations territory.

6.2 Permits issued pursuant to this Agreement does not authorize the holder to violate any other Six Nation or Federal Agreements. In the event of an inconsistency or vagueness in interpretation and application, the Six Nations People's Cannabis Coalition will issue a statement clarifying the perceived or actual conflict and amend the agreement as needed.

### **7. PERMIT GRANTING CONSIDERATIONS**

7.1 Individuals must submit a business plan illustrating how their proposal meets Six Nations Community agreed standards.

7.2 All business plans for grow operations will include a viable plan explaining how water will be obtained to water the crop and what types of fertilizers will be used.

7.3 Applicants must be members of Six Nations and are over the age of nineteen (19) years.

7.4 Applicants prepared to enter into a joint venture with an entity operating as determined by Six Nations People's Cannabis Coalition, will be reviewed.

7.5 An application filing fee of \$1000.00 is payable at the time of submission, plus annual fees. Business applications that do not meet the community agreement

standards will have the option to either be helped by SNPCC & the commission to build a compliant business or have the application fee refunded minus a 10% admin fee.

- 7.6 All permit holders must provide proof of insurance indemnifying the Six Nations People's Cannabis Coalition of the Grand River from any liability relating to the permit holder's business, theft, fire, etc.

## **8. PROHIBITION - wording prohibition, restriction limit of law**

- 8.1 Unless authorized by this Agreement, the cultivation, production, distribution, sale within and from Six Nations is prohibited. For greater certainty, a licence issued by a regulatory authority outside of the Territory for application on Six Nations lands has no validity within Six Nations unless the licence holder has also been granted a licence of authorization under this agreement.

## **9. COOPERATION**

- 9.1 The Six Nations People's Cannabis Commission will liaise regularly and cooperate with any appropriate agency within or outside the community in the application of this Agreement.
- 9.2 The cannabis industry is important for both medical and socio-economic reasons to Six Nations of the Grand River but community unity is paramount. The Coalition wishes to bring together both HCC & SNGR into oversight roles to effectively unite the community together.
- 9.3 The Cannabis Commission will consist of Five (5) members each holding distinct roles and responsibilities along with one representative from HCC, SNGR and SNPCC respectfully for a total of 8 sitting members.
- 9.4 Along with the maintenance of the cannabis industry this commission will have control of the Community Initiative fund and its direction is to be determined by the signatories of all three parties, the Commission, SNGR and HCC.
- 9.5 Community meetings will be held regularly to keep this commission moving in the direction of the community wants and needs. Transparency will be pivotal to delivering and developing a sustainable working environment and cannabis industry within the community.

## **10. HARMONIZATION**

- 10.1 This Agreement is not dependent on the approval of any other governmental body or agency but may serve as the basis for the harmonization of Agreements and regulations concerning cannabis in other jurisdictions and for cooperation and mutual assistance between the Six Nations Cannabis Control Commission, other First Nations and other regulatory and Agreement enforcement agencies.
- 10.2 This Agreement will uphold many Federal health and safety regulations regarding the cultivation, production and sale of cannabis products. The goal is to create an industry that can work together and yet still be achievable for the people of Six Nations.
- 10.3 The commission and community will regularly look to neighbouring jurisdictions for amendments, additions and changes to our cannabis agreement where it fits into community acceptance.

## **PARTVIII**

### **11. SIX NATIONS OF THE GRAND RIVER CANNABIS CONTROL COMMISSION**

- 11.1 The Six Nations People's Cannabis Coalition will create a Cannabis Control Commission, to oversee the implementation of this agreement, within six months of the date of the coming into force of this agreement.
- 11.2 The cannabis commission will be the regulatory body of the cannabis industry on Six Nations and will not have any authority over community rules and/or by-laws.
- 11.3 The SNPCC will accept applications for Five (5) individuals to sit as the Six Nations Cannabis Control Commission for the purpose of regulating, enforcing and administering this agreement. For greater certainty, the Commission will not be a policy or Agreement-making body and will be at arm's length from the SNGR and HCC. See Appendix I for operations of Commission.
- 11.4 The SNPCC has assembled to aid the development of a people's cannabis control agreement and commission to administer the cannabis industry. This group's intention to establish strong communication lines between community members/ businesses and those members to sit at the commission table. Transparency in all actions of the commission is mandatory and any major misconduct by any members will result in dismissal.
- 11.5 This cannabis commission will consist of one member of the SNGR, HCC and SNPCC for oversight purposes. They will also provide approvals for improvement to the agreement and authority to deploy compliance and health tests to all cannabis sold on the Territory.
  - i) Signatures for large scale community projects showing their support in regards to the funding spent.
  - ii) HCC and SNGR representatives may send the compliance officers to businesses to ensure requirements of this agreement are met, however, formal complaint must be made first.
  - iii) HCC and SNGR representatives can also provide suggestions for future community initiatives, which must remain within the Six Nations Territory.
- 11.6 Members of the coalition, commission, HCC and SNGR will strive to aid those who operate under the cannabis business agreement of Six Nations who are prosecuted by external enforcement agencies. Unity is our strength.

## **PART IX**

### **14. PERMITS**

14.1 The Commission may issue a limited number of permits in the following categories:

- (a) Production Permit;
- (b) Distribution Permit;
- (c) Dispensary Permit;
- (d) Micro-cultivation Permit;
- (e) Standard Cultivation Permit;
- (f) Processing Permit;
- (g) Sale Permit; and
- (h) such other Permit category that the Council may create

14.2 A permit holder may hold a permit from more than one category.

14.3 Notwithstanding any other provision of this Agreement, a Production Permit will only be issued to an entity in which an -entity recommended by Council, on behalf of the Community of Six Nations, has an ownership interest no less than 60%.

14.4 A valid Production Permit will allow the permit holder to produce cannabis for the purpose of distribution by the holder of a Distribution Permit;

14.5 The holder of a Production Permit must not sell cannabis directly to a consumer, unless the consumer is also a holder of a Dispensary Permit;

14.6 A valid Distribution Permit will allow the permit holder to distribute cannabis for the purpose of sale by the holder of a Dispensary Permit

14.7 The holder of a Distribution Permit must obtain cannabis only from the holder of a Production Permit and must not sell cannabis directly to a consumer.

14.8 A valid Dispensary Permit will allow the permit holder to sell cannabis to a person who has attained the full age of nineteen (19) years from a dispensary located within Six Nations Territory

14.9 A valid Micro-cultivation permit will allow the permit holder to conduct small-scale cultivation of cannabis plants and to produce cannabis seeds, cannabis plants, fresh cannabis and dried cannabis



for the purposes of sale to the holder of a Production Permit or for export off Six Nations to a producer or retailer who holds a valid licence issued by a regulatory authority in the jurisdiction in which the product is being sold.

- 14.10 A Standard Cultivation permit allows the holder to sell wholesale to either a Provincial distribution channel (fresh/live plants/seeds) or dried flower/oil to a company with a Processor Permit (Micro or Standard). If the Standard Cultivator also wishes to sell online to Canadians for medical purposes, they must also have a Medical Sales Permit which can also be stacked onto the Standard Cultivation Permit. However, the Standard Cultivator cannot manufacture cannabis oil or edibles, which requires (or will require) a processor permit in addition.
- 14.11 A Processing Permit is required for any facility that is processing more than 600 kg of dried flower (or its equivalent) per year, and has a higher requirement for physical security in comparison with the microprocessor.
- 14.12 Sale Permits allow for the sale of cannabis, cannabis oils, extracts and edibles. No other products are yet permitted.
- 14.13 All permit holders must comply with the provisions of this Agreement and conditions to which the permit may be subject and all other Agreements, regulations and policies of the Six Nations People's Cannabis Coalition.
- 14.14 All permits will be for a fixed term and may be revoked, amended, suspended or extended, as the Commission in its sole discretion, deems appropriate in accordance with this Agreement.
- 14.15 A permit is not valid unless and until any permit fees and Community Contributions have been paid. The expectation of community contribution is for businesses to provide additional public funds for the expansion and maintenance of the community.
- 14.16 Permit holders will, in recruiting, training and hiring employees, give preference to qualified Peoples of Six Nations in all job categories; particularly management positions .
- 14.17 The only persons eligible to apply for a permit are:

(a) an individual who:

(i) is a member of Six Nations, has attained the full age of nineteen (19) years *old*

(ii) who has no criminal conviction for an indictable offence or has received a full pardon for any such conviction. Minor convictions must be determined on a case by case basis by the commission.

(b) an SNPCC- empowered entity, corporation or partnership that is wholly owned and operated by one or more individuals each of whom:

(i) is a member of Six Nations;

(ii) has attained the full age of nineteen (19) years old;

(iii) who has no criminal conviction for an indictable offence or has received a full pardon for any such conviction.

(iv) Businesses or Corporations ownership of 60%+ equity and operated by that Six Nations band member / members.

(c) an SNPCC-empowered entity, corporation or partnership in which the Commission and one or more other business entities share a commercial interest.

(i) These permits will only be allowed by majority vote of the Five (5) commission members along with one (1) vote from SNGR & HCC sitting members.

(ii) These types of permits will be expected to have revenue sharing with the community built directly into business plan and proposal.

14.18 Notwithstanding the foregoing section, if the Commission determines that it is appropriate from a regulatory perspective to do so, it may issue a Production Permit to an entity that is located outside of Six Nations, as long as the Commission is satisfied that there is a benefit to the community of Six Nations for doing so.

14.19 No person is eligible to apply for or hold a Production Permit or Micro-cultivation Permit unless the production facility has been inspected, certified and licensed by the health and safety authorities designated by the Commission.

14.20 The SNPCC may at any time with community approval, limit the number of permits that are issued in any category.

## **15. DISPENSARY PERMITS**

15.1 The Commission will not issue or continue a Dispensary Permit to a person who intends to sell cannabis from a dispensary that is located:

(a) Where the location or proposed location of the dispensary is in a building or area that is easily accessible by persons under the full age of nineteen (19) years and such other buildings or areas as may be defined by the Commission;  
or

(b) Where in the sole discretion of the Commission the proposed location of the dispensary is likely to disturb or endanger the community of Six Nations, appeal process will be established for any conflicts.

15.2 The holder of a Dispensary Permit must not sell:

(a) Cannabis to a person who has not attained the full age of nineteen (19) years;

(b) Cannabis to any person who is not a consumer;

(c) To any person, an amount of recreational cannabis that exceeds the amount

prescribed by Federal restrictions (30 grams).

- (D) Cannabis that does not have either a Federal testing stamp and/or SNPCC testing stamp will not be allowed to be sold on the Six Nations Territory.

## PART X

### **16. COST OF PERMIT**

16.1 Costs of permits will be determined by the Cannabis Commission

- i) Production Permit: \$5000.00
- ii) Distribution Permit: \$5000.00
- iii) Dispensary Permit: \$1000.00
- iv) Micro-Cultivation Permit: \$1000.00
- v) Processing Permit: \$5000.00
- vi) Nursery Cultivation Permit: \$2000.00
- vii) Standard Cultivation Permit: \$5000.00
- vi) Sales permit: \$1000.00

16.2 Permit fees will be held in a Community Trust in case application do not fulfill the requirements of the Cannabis Agreement.

16.3 Members of the coalition, commission, HCC and SNGR will strive to aid those who operate under the cannabis business agreement of Six Nations who are prosecuted by external enforcement agencies.

## PART XI

### **7. REQUIREMENTS TO BE FOLLOWED BY CULTIVATION PERMIT**

#### **HOLDERS**

17.1 Permit holders for standard, micro and nursery cultivation must prevent unauthorized access to the grow site using walls or fences (physical barriers) along the perimeter of the site and must have secured entry points.

17.2 Visual monitoring is required of all standard cultivation permit holders with

recordings kept for two years.

- 17.3 An alarm systems and other intrusion detection system is required by all standard cultivation permit holders.
- 18 Indoor Areas on site where cannabis is present excluding growing areas
  - 18.1 Permit holders for standard, micro or nursery cultivation, all processing permit holders, and medical and non-medical cannabis on site must have physical barriers restricting access to their site; authorized access being provided only to authorized staff performing job duties (e.g. key cards, keys) .
  - 18.2 Visual monitoring is required of all standard cultivation, standard processing, micro cultivation, distribution and sale permit holders with recordings kept for one year.
  - 18.3 An alarm system or other intrusion detection system is required by all standard cultivation, standard processing, and cannabis on site federal sales permit holders.
  - 18.4 The identity of every person entering or leaving the site must be recorded by those holding standard cultivation, standard processing, and cannabis on site federal sales permits.

## **19. SECURITY CLEARANCE**

- 19-:1 Specified employees of a standard cultivation, processing, and a sales permit holder must hold a valid security clearance .
- 19.2 All employees that come into contact with cannabis in any of its forms will be required to get a police check completed by the Six Nations Police to ensure no indictable offenses have been committed.

## **20: GOOD PRODUCTION PRACTICES**

- 20.1 All cultivation and processing permit holders must maintain clean equipment.
- 20.2 Standard, micro and nursery cultivation and all processing permit holders are required to sanitize their indoor locations.
- 20.3 All processing permit holders are required to carry out analytical testing (microbial contamination, pesticides, heavy metals, THC, CBD). There are limited requirements for hemp.
- 20.4 All processing permit holders are required to hire a quality assurance person.

## **21. REPORTING AND RECORD KEEPING**

- 21.1 All permit holders must maintain records and report information that, for example, demonstrate compliance with good production practices and describes product recall activities and adverse effects.

## **22. CANNABIS TRACKING SYSTEM**

- 22.1 All permit holders-regardless of type, are required to report information with respect to ,production levels, inventory amount and sales volume.

## 23. **STANDARDS AND TESTING**

- 23.1 The Commission will establish standards and testing procedures to ensure that all cannabis produced, distributed and sold within Six Nations are consistently and reliably high-quality. For greater certainty, the Commission will ensure any recommendations made to the SNPCC regarding this Agreement will be consistent with the standards and testing procedures promulgated by Health Canada.
- 23.2 The Commission may engage Approved Agents only when local expertise is not available, which may include representatives of Health Canada, to assist and advise the Commission in relation to:
- (a) the preparation of appropriate standards to be followed by production facilities;
  - (b) inspections and certifications of production facilities and equipment and materials used by production facilities;
  - (c) testing of cannabis produced by production facilities; and the storage and handling of cannabis
- 23.3 The Commission will establish its own testing and stamping facility that will be owned and operated by the community and its members. This will be the first focus of the community contribution fund. The establishment of a Federal level testing facility will be paramount to ensuring future harmonization with the Canadian cannabis industry and community safety.

## 24. **PACKAGING AND LABELING**

- 24.1 It is prohibited for a permit holder to sell cannabis in a package with a label:
- i. if there are reasonable grounds to believe that the package or label could be appealing to persons who have not attained the full age of nineteen (19) years old;
  - ii. that sets out a testimonial or endorsement, however displayed or communicated;
  - iii. that sets out a depiction of a person, character or animal, whether real or fictional;
  - iv. that associates the cannabis or one of its brand elements with, or evokes a positive or negative emotion about or image of, a way of life such as one that includes glamour, recreation, excitement, vitality, risk or daring;
  - v. that contains any information that is false, misleading or deceptive or that is likely to create an erroneous impression about the characteristics, value, quantity, composition, strength, concentration, potency, purity, quality, merit, safety, health effects or health risks of cannabis; or
  - vi. That otherwise does not conform to the requirements of comparable requirements promulgated by Health Canada .
- 24.2 The labeling of cannabis packages sold by a permit holder must include:

- (a) the tetrahydrocannabinol (THC) or cannabidiol (CBD) content;

- (b) a list of all ingredients, particularly if the cannabis products are edible, in the cannabis product;
- (c) a control or batch number to enable tracking of the production date and location of a cannabis product; and
- (d) Such other information as may be provided in this Agreement.
- (e) The stamp/ seal of Six Nations of the Grand River or a Federal stamp.

## **25. COMMUNITY CONTRIBUTIONS**

All members of Six Nations of the Grand River are expected to give back to the community in whatever capacity they are able; in keeping with this tradition, community contributions will be an expectation of each permit holder.

- 25.1 Unless the Commission determines that the permit is for the purpose of operating a socio- economic project, in addition to any permit fees, permit holders must remit to the Community Trust a community contribution at the end of each financial quarter.
- 25.2 Community contribution of sales will be payable by all permit holders other than dispensary permit holders unless the permit holder makes sales off reserve. In this instance, the permit holder will be expected to make the same community contribution at the end of each month payable to the Community Trust.
- 25'.3- Failure to pay the community contribution-Tenders a permit null and void and sales must stop until all community contributions have been paid in full.
- 25.4 SNPCC will use the community contributions collected under this Agreement to help fund community initiatives within the Six Nations, for example, youth or elder projects, programs or initiatives, roads, parks and recreation, post-secondary education, swimming pools, bowling alley, etc.
- 25.5 SNPCC will use the community contributions to establish the Stamping and Testing facility that will be the backbone of the cannabis industry in Six Nations.
- 25.6 After the establishment of the Testing and Stamping facility community contributions will be used to fund community initiatives as directed by band members during community contribution meetings
- 25.7 Community Initiative meetings, to be held every 3 months to gather community feedback on initiatives to be targeted by the Trust and to give updates on past fund usage.

## **PART XIII**

### **26. IMPROVEMENT OF Agreement**

- 26.1 The Coalition will provide recommendations to the HCC & SNGR

coalition seat members regarding the content of this Agreement:

- i) within 60 days of the creation of the Commission and appointment of all Commissioners and within 60 days of any amendments to this Agreement,
- ii) within 30 days of any written request of HCC & SNGR,
- iii) as necessary in the opinion of the Commission in their experience in monitoring the application of this Agreement, and
- iv) at least once every calendar year.

26.2 The Commission will provide comment and recommendation to the SNPCC on the following:

- (a) the creation of new categories for permits that may be issued under this Agreement, which will include but not be limited to: permitted activities, prohibitions and application requirements and procedures;
- (b) the forms to be used and processes to be followed to apply for a permit;
- (c) background and security investigations and credential certifications of owners, directors and key persons associated with applicants and licence holders;
- (d) background and security investigations and credential verifications of personnel, staff and companies contracted to conduct business with or on behalf of a permit holder;
- (e) the amount of application, annual and other fees to be charged for permits;
- (f) in consultation with HCC & SNGR, the amount and frequency of Community Contribution payments;
- (g) the days and hours during which a dispensary may operate;
- (h) the type of cannabis products that a dispensary may sell;
- (i) the requirements to which the holder of a Micro-cultivation permit will be subject, including but not limited to: quality assurance standards, plant count, size of growing area, total production and gross revenue;
- J) limiting the total number of permits that will be issued;
- (k) the composition, strength, concentration, potency, purity or quality or any other property of cannabis or any class or type of cannabis;
- (l) Standards and testing procedures to ensure that all cannabis produced, distributed and sold within the Territory are consistently and reliably high-quality;
- (m) Eligibility requirements to apply for or hold a Production Permit for the purpose of ensuring, among other things, that the production facility has been inspected, certified and licensed by the appropriate health and safety authorities;
- (n) Any breaches of permit conditions brought to the attention of the Commission

will be addressed in accordance with Appendix I. Sanctions can include suspending or revoking the permit and the imposition of fines up to \$250,000.00 for individuals and up to \$1 million for corporations for the first offense.

(n. 1) The Commission will provide their decision to SNPCC, SNGR & HCC for final determination.

(n.2) Revoked permits will not be reinstated until the permit holder is in good standing.

(o) The maintenance of public order, security and the safety of persons working in, and for customers of, dispensaries;

(p) processes and systems that producers, distributors and dispensaries must use to ensure that:

(i) cannabis is safely handled and stored;

(ii) cannabis is not sold to anyone who has not attained the full age of nineteen (19) years

(iii) No person can purchase an amount of cannabis that exceeds the amount prescribed by the Commission for recreational use of cannabis (30g)

(iv) The Commission can accurately track all cannabis sold by a producer, distributor and dispensary and the price at which the cannabis is sold;

(v) The Commission can accurately verify that all community contributions and all point of sale royalties have been charged, collected and remitted as required by this Agreement;

(q) The maximum and minimum prices that for which any cannabis product can be sold by a producer, distributor and dispensary;

(r) The percentage that will be used to calculate the point of sale royalty required for dispensary sales to non-First Nation consumers;

(s) The definition of "public area" for the purposes of this Agreement;

(t) The definition of "buildings" or "areas"

(u) advertising and marketing that permit holders may or may not conduct

(v) packaging and labeling requirements

(w) any other recommendation necessarily required to achieve the purposes of this Agreement.

## **PART XIV**

### **27. LEGAL DEFENCE**

27.1 The Six Nations People's Cannabis Coalition may assist in the defence of any permit holder who has been granted a permit under this Agreement and is



operating in compliance with this Agreement, if they have been charged by either the Provincial or Federal governments.

- 27.2 HCC and SNGR will also both provide jurisdictional protection from exterior agencies that push to interfere with the cannabis industry on Six Nations.

## **PART XV**

### **28. REVIEW**

- 28.1 Recommendations made by the Commission are not binding until agreement has been met by the three regulatory parties SNPCC, SNGR and HCC. Decisions made by the commission may be reviewed by a court of competent jurisdiction until such time as an adjudicative body is functioning in the community of Six Nations of the Grand River.
- 28.2 Review process and amendments to this Cannabis Agreement shall take no longer than 6 months, any members who actively stall the progression of the industry will be removed and replaced. If those members from HCC & SNGR are the stalling members a formal warning will be provided to both councils before the removal of that individual.

### **29. ENFORCEMENT**

- 29.1 Administrative breaches of this Agreement are within the purview of the Commission and the Commission will decide which sanctions apply which may include, but are not limited to, the imposition of a fine and the suspension, amendment or revocation of a permit, and send their recommendation to the both oversight branches of HCC and SNGR of the Six Nations of the Grand River.
- 29.2 Criminal breaches of this Agreement will be investigated by the Six Nation Police Service; for example, the use, possession, sale, etc. of illicit cannabis, the sale of prohibited substances and untested products.
- 29.3 All fines, penalties, etc. collected through the breach of this Agreement are payable to the community Trust.

### **30. SEVERABILITY**

- 30.1 If any part of this Agreement is found invalid by a court of competent jurisdiction, that portion only, may be severed from this Agreement and will not invalidate this Agreement in its entirety
- 30.2 The remaining portions of this Agreement, after any provision is struck by a court of competent jurisdiction, will be interpreted in a manner that upholds the spirit and intent of this Agreement.

### **31. AMENDMENT**

- 31.1 Any significant changes to this Agreement will be made after obtaining feedback from the community of Six Nations of the Grand River.

32. COMING INTO FORCE

- 32.1 This Agreement comes into force the day the Cannabis Agreement is signed by officials of all three branches, Six Nations People’s Cannabis Coalition, Six Nations Elected Council and Hereditary Chiefs Council.

**ADD in appeal process throughout. Look into viable market/share control to keep big fish from taking over industry. Competitive but fair playing field. Brainstorm ways of creating a fair system.**

APPENDIX  
CANNABIS CONTROL COMMISSION  
TERMS OF REFERENCE  
OPERATIONS

CANNABIS CONTROL COMMISSION TERMS OF  
REFERENCE

OPERATIONS

1. GENERAL MANDATE

- 1.1 The Commission will administer this Agreement in the best interests of the people of Six Nations and in accordance with the highest principles of health, safety, security, honesty, integrity, and transparency.
- 1.2 The Commission will monitor the impacts of this Agreement *on* the health and safety of the people of Six Nations.
- 1.3 The Commission will make recommendations for amendments to this Agreement, that the Commission finds appropriate, in order to minimize the harms of cannabis use within the Territory.
- 1.4 The commission and all of its partner members will work in full transparency. All records of the commission's operations, meetings and dealings will be made public information.

2. DUTIES AND RESPONSIBILITIES

In addition to any other duties and responsibilities that may be provided to it in this Agreement, the Commission will:

- a. issue, suspend and revoke the permits provided in this Agreement;
- b. regulate, monitor and inspect all the premises and activities of permit holders;
- c. Make any decision and take any action as is necessary to fulfill the purposes of this Agreement.

### 3. STRUCTURE OF THE COMMISSION

3.1 The Commission will be accountable to the People of Six Nations of the Grand River and will function at arm's length from SNGR and HCC.

3.1.1 The Commission *will* be composed of Five (5) members along with one (1) member from HCC and one (1) member from SNGR for a total of 7 members.

3.1.2 Each member of the Cannabis Commission will have individual roles and responsibilities.

- 1. Communications Chair
- 2. Finance Chair
- 3. Policy Development Chair
- 4. Community Safety Chair
- 5. Compliance and Enforcement Chair

3.1.3 The Six Nations People's Cannabis Coalition will ensure that the applying commission members be representative of the Six Nations of the Grand River community

3.2 To be eligible to apply to the Commission, a person must:

- i) be a member of Six Nations;
- ii) have attained the full age of nineteen (19) years old; and
- iii) not have an interest in a private cannabis entity that has applied for or has been granted a permit; an interim commission will be established that will be phased out by 12 months.
- iv) not have an immediate family member that has an interest in a private entity that has applied for or has been granted a permit; and
- v) have no criminal conviction for an indictable offence or have received a full pardon for any such conviction and provide a clear international police check Local PD.

3.4 Subject to early termination in accordance with this Agreement, a Commission member's term of office will be not less than two (2) years and not more than (3) years. Wherever possible, Council will stagger Commission member's appointments to ensure continuity and consistency.

3.5 Upon expiry of a Commission member's term of office, subject to the other provisions of this Agreement, the member is eligible to be re-appointed for

another term of office. A Commission member may serve a maximum of two (2) consecutive terms.

- 3.6 SNPCC ensure that persons to be appointed as Commission members are mature, responsible and, wherever possible, have experience with regulatory matters or participating on boards or commissions.
- 3.7 The Six Nations People's Cannabis Coalition will ensure that the Commission has the staff to support their activities by providing the professional assistance the Commission requires to fulfill its mandate.
- 3.8 Commission members and staff will undertake all necessary training to enable them to fulfill their respective mandates more effectively and efficiently.
- 3.9 The Commission will, by majority vote, appoint one of its members as a Chairperson. The Chairperson will preside over meetings of the Commission and will ensure the Commission follows the principles and procedures provided in this Agreement
- 3.10 Council may, for reasonable cause, remove a Commission member from office prior to the expiry of his or her term of office.
- 3.11 A Commission member may resign from office prior to the expiry of his or her term of office by giving written notice to the Commission and to the Council at least sixty (60) days prior to the date on which the resignation is to be effective.
- 3.12 In the event a Commission member is removed, resigns or is unable to continue performing his or her duties for any reason, SNPCC will appoint a new Commission member within thirty (30) days or such other period of time that is necessary to ensure the Commission always has three (3) appointed members
- 3.13 Council will provide the Commission an annual budget, the amount of which will be adequate to ensure the Commission can satisfy its duties and responsibilities under this Agreement.
- 3.14 Permit fees and other amounts collected by the Commission will be given to the community initiatives trust fund.
- 3.15 Members of the Commission may be remunerated for the time required to provide the services associated with their offices, as determined by SNPCC.
- 3.16 The Commission will obtain, implement and maintain such software, systems, networks and databases as the Commission may require to fulfill its mandate.

#### 4. COMMISSION MEETINGS

- 4.1 For the purpose of conducting a meeting and making decisions a quorum of not less than three (3) Commission members must be present. Ex-officio members do not contribute towards quorum .

- 4.2 Decisions of the Commission will be made by a vote of at least three (3) Commission members.
- 4.3 The Commission will meet at the call of the Chairperson or a majority of its members but in any event, will meet at least once every thirty (30) days.
- 4.4 Whenever possible, Commission members will participate in Commission meetings in person. However, with the permission of the other Commission members, a Commission member may participate in a meeting via telephone or other electronic means.
- 4.5 Notice of a Commission meeting, with particulars of the agenda, will be provided to all Commission members, not less than five (5) days prior to the date of the meeting . The Commission may in its sole discretion waive this requirement of any particular meeting.
- 4.6 Commission meetings or portions of Commission meetings may, at the sole discretion of the Chairperson, be open to the public or may be conducted *in camera*.
- 4.7 The Commission will on a continuing basis:
- i) monitor the impacts of this Agreement on the health and safety of the members of Six Nations;
  - ii) make recommendations to SNPCC for amendments to the Agreement that the Commission finds appropriate, to minimize the harms of cannabis use within the Territory.
- 4.8 SNPCC will provide the Commission with such funding and resources as is required for the Commission to fulfill its mandate .
- 4.9 Provide quarterly reports to SNPCC on matters as directed by SNPCCand/or Commission policy.
- 4.10 This Agreement will be reviewed annually by SNPCC, HCC and SNGR.