

The SNPCC is delegating itself authority over all Cannabis related businesses including but not limited to; cultivation, production, processing, sales, and most importantly quality testing; within the Six Nations of the Grand River Territory in accordance with Section 25 and Section 35 of the of the Canadian Charter of Rights and Freedoms written into the Constitution Act of 1982 which reads as follows:

Section 25:

“The guarantee in this Charter of certain rights and freedoms shall not be construed as to abrogate or derogate from any aboriginal, treaty or other rights or freedoms that pertain to the aboriginal peoples of Canada including (a) any rights or freedoms that have been recognized by the Royal Proclamation of October 7, 1763; and (b) any rights or freedoms that now exist by way of land claims agreements or may be so acquired.”

Section 35:

“(1) The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed. (2) In this Act, “aboriginal peoples of Canada” includes the Indian, Inuit and Métis peoples of Canada. (3) For greater certainty, in subsection (1) “treaty rights” includes rights that now exist by way of land claims agreements or may be so acquired. (4) Notwithstanding any other provision of this Act, the aboriginal and treaty rights referred to in subsection (1) are guaranteed equally to male and female persons.

The above means the community of the Six Nations of the Grand River Territory has the right to self-govern under its own “treaty rights”. The Elected Council (SNGR) as well as Six Nations Police Services – as acting members of the Canadian Government without sovereignty – cannot and do not have any governing authority over the matter of cannabis within the territory. As the “inherent rights” of the Six Nations community to possess, use, and trade their Traditional Plants and Medicines supersedes the “Indian Act” and Elected Councils authority to create and enforce by-laws in regards to these Traditional Plants and Medicines within the Territory. Cannabis has been on reserves for a long time, and even The Dutch Trade Agreement with the Mohawk in 1613 was symbolized by a HEMP rope. Therefore, any Cannabis Control By-Laws that have been passed to regulate cannabis are in violation of Section 35 of the Canadian Constitution.

This leaves the traditional way of dealing with the matter of Cannabis within the Territory.

The SNPCC has spent the last 6 months democratically constructing an agreement to regulate Cannabis through our own Traditional Systems. The SNPCC believes that it’s currently the best resource for setting up a standardized cannabis industry within the Six Nations of The Grand River Territory, as well as the most logical and viable way at the current time. We believe our work will has a positive impact on the community for the next seven generations.

The SNPCC welcomes any and all Six Nations Community Members (Band Members or Hereditary Members) as well as any other First Nations Community that wishes to adopt this Agreement of the People to do so.

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 and represents the collective democratic opinions of the Six Nations Onkwehón:we People. This agreement covers only the regulation of business activities, no authority is being assumed over daily lives. The Six Nations People are exercising their sovereignty by creating a system that is achievable for its people and able to harmonize with other First Nations or Governments around the globe.

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 best interests of the community and safety of the people;

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 Agreement, is enacted pursuant to the authority of the People of the Grand River Territory's duty to govern in the best interest of its own 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 law 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 cultivation, production, distribution, processing, and sale of cannabis within and from Six Nations;
 - e) Deter illegal activities in relation to cannabis, including but not limited to:
 - i. Preventing cannabis from being diverted into the 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

3 SHORT TITLE

- 3.1 This Agreement may be cited as the "Six Nations People's Cannabis Coalition's Agreement".

PART IV

4. PARAMOUNTCY OF AGREEMENT

- 4.1 Through the enactment, application and enforcement of this Agreement, the Six Nations People's Cannabis Coalition is occupying regulation of cannabis within the Six Nations Territory giving jurisdiction to the Six Nations People's Cannabis Coalition (SNPCC) in the creation of a Cannabis Administration Board. This legislation is at the exclusion of the Federal and Provincial governments of Canada.

PART V

5. JURISDICTION

- 5.1 As cultivation, 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 Nation's people have the duty, obligation and a right to regulate and control cannabis within Six Nations, in a manner specifically needed by its membership.
- 5.2 Where in accordance with Section 25 and Section 35 of the of the Canadian Charter of Rights and Freedoms written into the Constitution Act of 1982 which reads as follows:

Section 25:

“The guarantee in this Charter of certain rights and freedoms shall not be construed as to abrogate or derogate from any aboriginal, treaty or other rights or freedoms that pertain to the aboriginal peoples of Canada including (a) any rights or freedoms that have been recognized by the Royal Proclamation of October 7, 1763; and (b) any rights or freedoms that now exist by way of land claims agreements or may be so acquired.”

Section 35:

“(1) The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed. (2) In this Act, “aboriginal peoples of Canada” includes the Indian, Inuit and Métis peoples of Canada. (3) For greater certainty, in subsection (1) “treaty rights” includes rights that now exist by way of land claims agreements or may be so acquired. (4) Notwithstanding any other provision of this Act, the aboriginal and treaty rights referred to in subsection (1) are guaranteed equally to male and female persons.

The community of the Six Nations of the Grand River Territory has the right to self-govern under its own “treaty rights” as well as trade internally with other community members, and eternally with non-community members.

- 5.3 Where the Elected Council (SNGR) as well as Six Nations Police Services – as acting members of the Canadian Government without sovereignty – cannot and do not have any governing authority over the matter of cannabis within the territory.
- 5.4 Where the sovereignty of the Onkwehón:we People outweighs the governing authority of Elected Band Council on matters pertaining to Traditional and “Inherent Rights”.
- 5.5 Where the “Inherent Rights” of the Six Nations community to possess, use, and trade their Traditional Plants and Medicines supersedes the “Indian Act” and Elected Councils authority to create and enforce by-laws in regards to these Traditional Plants and Medicines within the Territory.

PART VI

6. INTERPRETATION

For the purposes of this Agreement and the regulations:

“SNPCC” refers to the Six Nations People’s Cannabis Coalition.

"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 Coalition to carry out any of the functions set forth in this Agreement or the regulations, on behalf of the Coalition;

“Band Member” means an individual with Indian Status registered through the Band Office and whom also holds a valid Certificate of Indian Status;

"Businesses" for the purposes of this Agreement means only those businesses that are 70% owned by Six Nations band members, Hereditary Member;

"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 leaf, flower, seed or branch, of such a plant;

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

(g) the root of such a plant;

"Coalition" means the Six Nations People's Cannabis Coalition;

"Community" Six Nations of the Grand River Territory;

"Consumer" means an individual that purchases cannabis for personal use;

"Corporation" for the purposes of this Agreement means only those corporations that are 70% owned by Six Nations band members, Hereditary Member;

"Dispensary" means a commercial facility located within the Territory that is operated by the holder of a Dispensary Permit, this can be either brick and mortar or e-commerce;

"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;

"Hereditary Members" refers to Six Nations People with a traditional hereditary membership granted through the confederacy chiefs;

"Illegal cannabis" means any cannabis obtained in any manner not contained or tested 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 Territory 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 Territory;

"Permit" means a permit issued by the SNPCC;

"Permit holder" means a person who has been issued a permit by the SNPCC;

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

"Process" in respects to Cannabis, means to breakdown larger quantities of product for packaged retail;

"Produce" or "Production", in respect of cannabis, means to obtain it by any method or process, including by:

- a) manufacturing:

which may include, but is not limited to:

- i. Edibles
- ii. Tinctures
- iii. Creams/balms
- iv. Textiles
- v. Cannabis Bi-Products

- b) synthesis of concentrates and extracts;

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

"Sell" means to transfer ownership in exchange for money or something of value;

"Sovereignty" (1) for the purposes of this agreement means an Independent political power; (2) power or right to self-government. (3) A sovereign state or nation and or individual. The inherited rights of each and every member of the *Onkwehón:we* Nation in accordance with The "Kayanerenkó:wa - The Great Law of Peace". (4) "We stand ourselves up";

"The People" – All Band Members and Hereditary Members of Six Nations;

"Traditional Rights" – The Inherent rights in accordance with The "Kayanerenkó:wa - The Great Law of Peace";

"Kayanerenkó:wa - The Great Law of Peace" refers to the oral constitution of the Iroquois Confederacy.

PART VII

7. APPLICATION

7.1 This operating Agreement applies to:

- (a) all activities related to the cultivation, production, distribution, processing, and sale of cannabis and hemp within, into and from Six Nations, and
- (b) all persons and business entities situated or found within Six Nations Territory.

7.2 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.

PART VIII

8. PERMIT GRANTING CONSIDERATIONS

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

- 8.2 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.
- 8.3 Applicants must be Band Members of Six Nations or Hereditary Members of Six Nations and over the age of nineteen (19) years.
- 8.4 An annual filing fee of \$1000.00 is payable at the time of submission. Business applications that do not meet the community agreement standards will have the option to either be helped by SNPCC to build a compliant business or have the application fee refunded minus a 10% admin fee.
- 8.5 All permit holders must provide proof of insurance indemnifying the Six Nations People's Cannabis Coalition from any liability relating to the permit holder's business, theft, fire, or injury. Otherwise the liability will solely fall upon the permit holder.

PART IX

9. Commercial Cannabis Authorizations

- 9.1 Unless authorized by this Agreement, the cultivation, production, distribution, processing, and sale of Cannabis within and from Six Nations is restricted. For greater certainty, a License issued by a regulatory authority outside of the Territory for application on Six Nations lands has no validity within Six Nations unless the License holder has also been granted a Permit of authorization under this Agreement.
- 9.2 The cultivation and production of personal Cannabis will not be affected by these regulations.

PART X

10. COOPERATION

- 10.1 The SNPCC will liaise regularly and cooperate with any appropriate agency within or outside the community in the application of this Agreement.
- 10.2 The cannabis industry is important for both medical and socio-economic reasons to Six Nations of the Grand River Territory but community unity is paramount. In the interested of unity The Coalition wishes to elected Two (2) members of the SNPCC who will be delegated the responsibility to keep both the Haudenosaunee Confederacy Chiefs Council (HCCC) and Six Nations of the Grand River (SNGR) - Elected Council - up-to-date with all matters dealt with by the Cannabis

Administration Board.

- 10.3 The Cannabis Administration Board will consist of seven (7) members each holding distinct roles and responsibilities, along with three (3) members from the SNPCC in oversight roles, respectfully for a total of 10 sitting members.
- 10.4 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 the, the Cannabis Administration Board, and three (3) oversight members from the SNPCC.
- 10.5 Community meetings will be held regularly to keep this Cannabis Administration Board moving in the direction the community wants and needs. Transparency will be pivotal to delivering and developing a sustainable working environment and cannabis industry within the community.

PART XI

11. HARMONIZATION

- 11.1 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 SNPCC, other First Nations and other regulatory and law enforcement agencies.
- 11.2 This Agreement will be similar but not subject to the Federal health and safety regulations regarding the cultivation, production, processing 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.
- 11.3 The SNPCC and community may look to neighbouring jurisdictions for amendments, additions and changes to our cannabis Agreement where it fits into community acceptance.

PART XII

12. SIX NATIONS OF THE GRAND RIVER TERRITORY CANNABIS ADMINISTRATION BOARD

- 12.1 The Six Nations People's Cannabis Coalition will create a separate Cannabis Administration Board, to oversee the implementation of this Agreement, within four months (120 days) of the date of the coming into force of this Agreement.

- 12.2 The Cannabis Administration Board 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.
- 12.3 The SNPCC will accept applications for Seven (7) individuals to sit as the Six Nations Cannabis Administration Board for the purpose of regulating, enforcing and administering this Agreement. For greater certainty, the Cannabis Administration Board will not be a policy or Agreement-making body and will function as a subcommittee to the SNPCC. See Appendix I for operations of Cannabis Administration Board.
- 12.4 The SNPCC has assembled to aid the development of a People's Cannabis Agreement and Cannabis Administration Board to administer the cannabis industry. This group's intention is to establish strong communication lines between community members / businesses and those members who sit at the Cannabis Administration Board table. Transparency in all actions of the Cannabis Administration Board is mandatory and any major misconduct by any members will result in dismissal.
- 12.5 This Cannabis Administration Board will consist of three (3) members of the SNPCC for oversight purposes. They will also acknowledge improvements to the Agreement and have authority to deploy compliance and health tests to all cannabis sold on the Territory.
- 12.6 Signatures for large scale community projects showing their support in regards to the funding spent.
- 12.7 The SNPCC representatives may send the compliance officers to businesses to ensure requirements of this agreement are met, however, formal complaint must be made first.
- 12.8 The SNPCC representatives can also provide suggestions for future community initiatives, which must remain within the Six Nations Territory.
- 12.9 Members of the SNPCC, and Cannabis Administration Board will strive to aid those who operate under the cannabis business Agreement of Six Nations who may be prosecuted by external enforcement agencies. Unity is our strength.

PART XIII

13. PERMITS

- 13.1 The Cannabis Administration Board may issue permits in the following categories:

- a. Production Permit;
 - b. Dispensary Permit;
 - c. Micro-cultivation Permit;
 - d. Standard Cultivation Permit;
 - e. Processing Permit; and
 - f. such other Permit category that the Cannabis Administration Board may create
- 13.2 A permit holder may hold a permit from more than one category.
- 13.3 A valid Production Permit will allow the permit holder to manufacture Cannabis bi-products which may include, but are not limited to;
- i. Edibles
 - ii. Tinctures
 - iii. Creams/balms
 - iv. Textiles
 - v. Cannabis Bi-Products
- 13.4 The holder of a Production Permit must not sell cannabis bi-products directly to a consumer, unless the consumer is also a holder of a Dispensary Permit;
- 13.5 The holder of a Dispensary Permit must only sell dry cannabis flower and cannabis products that have been tested and passed the Six Nations cannabis standards through a regulated facility. Along with Cannabis flower the holder of a dispensary permit will also have authorization to sell Cannabis and CBD Oils, Extracts and Edibles. Along with brick and mortar stores, a dispensary permit will also enable the Permit holder to conduct online e-commerce sales.
- 13.6 A Valid Dispensary Permit will allow for the holder and key employees to transport product to and from their dispensary locations.
- 13.7 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 or a holder of a valid Canadian Medical Cannabis Card (MMAR or ACMPR) or doctor's prescription from a dispensary located within Six Nations Territory.
- 13.8 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, Dispensary permit or for export off Six Nations to a producer or retailer who holds a valid Permit issued by a regulatory authority in the jurisdiction in which the product is being sold. As well this permit would allow the holder to process all dried product up to 599 kg of dried flower (or its equivalent) per year.

- 13.9 A Standard Cultivation permit allows the holder to conduct large-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, Dispensary permit or for export off Six Nations to a producer or retailer who holds a valid Permit issued by a regulatory authority in the jurisdiction in which the product is being sold. As well this permit would allow the holder to process all dried product more than 600 kg of dried flower (or its equivalent) per year.
- 13.10 A Processing Permit is required for any facility that is processing dried flower, and has a higher requirement for physical security in comparison with the micro-cultivation or standard cultivation permit.
- 13.11 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.
- 13.12 All permits will be for a fixed annual term and may be revoked, amended, suspended or extended, as the Cannabis Administration Board in its sole discretion, deems appropriate in accordance with this Agreement.
- 13.13 A permit is not valid unless and until any permit fees and minimum 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 as well as an operational budget for The SNPCC to fulfill its duties to the community.
- 13.14 Permit holders will, in recruiting, training and hiring employees, give preference to qualified Peoples of Six Nations in all job categories; particularly management positions.
- 13.15 The only persons eligible to apply for a permit are an individual who:
- a. is a Band Member or Hereditary Member of Six Nations.
 - b. has attained the full age of nineteen (19) years old.
 - c. 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 or Hereditary Member of Six Nations;
 - ii. has attained the full age of nineteen (19) years old;
 - iii. who is willing to provide an up-to-date Police Background Check, (Within the last 3 month) directly to the SNPCC, if they are not a Band Member or

Hereditary Member.

- 13.16 Non-Native Businesses or Corporations coming into this agreement must understand that they cannot exceed more than 30% of the total business share. Thus, a Member of Six Nations must have 70% controlling interest in any Cannabis related business.
- 13.17 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 Permitted by the health and safety authorities designated by the Cannabis Administration Board.
- 13.18 The SNPCC may issue Temporary Interim Permits to any and all categories it so chooses once this Agreement comes into force; and while the process of creating The Cannabis Administration Board is completed and their duties are fulfilled.
- 13.19 Temporary Interim Permits may only be valid for a total of four months (120 days) from the time issued before the permit holder must apply for a Valid Permit.
- 13.20 The SNPCC may at any time with community approval, limit the number of permits that are issued in any category.

PART XIV

14. DISPENSARY PERMITS

- 14.1 The Cannabis Administration Board 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 Cannabis Administration Board; or
 - b. Where in the sole discretion of the Cannabis Administration Board 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.
- 14.2 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 30 grams per customer, per visit. Canadian Medicinal patients are eligible to purchase as much as their MMAR, ACMPR, or Doctor Prescribed amount.
- d. Cannabis that does not have an approved stamp that has verified it's been tested to SNPCC standards.

PART XV

15. COST OF PERMIT

15.1 Costs of permits will be determined by the Cannabis Administration Board

- i. Production Permit: \$5000.00
- ii. Dispensary Permit: \$1000.00
- iii. Micro-Cultivation Permit: \$1000.00
- iv. Processing Permit: \$5000.00
(\$1000.00 when combined with Standard or Micro-Cultivation Permit)
- v. Standard Cultivation Permit: \$5000.00

15.2 Permit fees will be held in the Community Contributions Fund in case applicants do not fulfill the requirements of the Cannabis Agreement. If an applicant cannot fulfill the requirements of this agreement, fees will be refunded minus a 10% administration fee.

15.3 All funds collected that exceed the amount required to successfully operate the Cannabis Administration Board and Testing Facility will be held in Trust in the Community Contributions Fund and used for socio-economic community projects.

15.4 Initial Permit Fees may be collected on an agreed upon payment schedule to allow the opportunity for all community members to have a viable chance to enter the industry.

15.5 The Cannabis Administration Board, and the SNPCC will strive to aid those who operate under the cannabis business Agreement of Six Nations who are prosecuted by external enforcement agencies.

PART XVI

16. REQUIREMENTS TO BE FOLLOWED BY CULTIVATION

AND PROCESSING PERMIT HOLDERS

- 16.1 Permit holders for standard and micro 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.
- 16.2 Visual monitoring is required of all standard cultivation permit holders with recordings kept for two years.
- 16.3 An alarm systems and other intrusion detection system is required by all standard cultivation permit holders.
- 16.4 Permit holders for standard or micro cultivation sites 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).
- 16.5 The identity of every person entering or leaving the site must be recorded by those holding standard cultivation, micro cultivation permit or standard processing permit.

PART XVII

17. SECURITY CLEARANCE

- 17.1 Security clearance will be issued by the discretion of the permit holder for all employees.

PART XVIII

18. GOOD PRODUCTION PRACTICES

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

PART XIX

19. REPORTING AND RECORD KEEPING

- 19.1 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.

PART XX

20. CANNABIS TRACKING SYSTEM

- 20.1 All permit holders-regardless of type, are required to document information with respect to production levels, inventory amount.

PART XXI

21. STANDARDS AND TESTING

- 21.1 The Cannabis Administration Board 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 Cannabis Administration Board will ensure any recommendations made to the SNPCC regarding this Agreement will be similar but not subject to the standards and testing procedures created by Health Canada. The level set by Health Canada may be used as a baseline for SNPCC testing regulations, however, further restrictions on chemicals, pesticides, and fungicides used on cannabis may be enacted to achieve the highest standard in accordance with the Coalition.
- 21.2 The Cannabis Administration Board may engage Approved Agents only when local expertise is not available, which may include representatives of Health Canada, to assist and advise the Cannabis Administration Board 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.

- 21.3 The Cannabis Administration Board will establish its own testing and stamping facility that will be owned and operated by the community and its band members. This will be the first focus of the Community Contributions Fund. The establishment of a SNPCC certified testing facility will be paramount to ensuring future harmonization with the Canadian cannabis industry and community safety.

PART XXII

22. PACKAGING AND LABELING

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
- (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 the Six Nations of the Grand River Territory, a Federal stamp or another First Nations standardized stamp of proper merit.

PART XXIII

23. COMMUNITY CONTRIBUTIONS

- 23.1 All members of this agreement 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 of a minimum of 1% of quarterly net sales (after business expenses are covered) to ensure that the SPNCC and Cannabis Administration Board can successfully operate. Any percentage above 1% will be considered a direct donation to The People and will be held in Trust in the Community Contributions Fund to be used for future socio-economic projects to benefit the Community.
- 23.2 Unless the Commission determines that the permit is for the purpose of operating a socio-economic community project, in addition to any permit fees, permit holders are expected to contribute to the Community Contributions Fund at the end of each month, quarterly or annually dependent upon the type of permit.
- 23.3 Community contribution of sales will be payable by all permit holders. In this

instance, the permit holder will be expected to make the same minimum community contribution as all other permit holders at the end of each pay period payable to the Community Initiative fund.

- 23.4 Although the contribution is not mandatory the decision made by business owners will directly affect their ability to apply for additional permits and renewals of existing permits.
- 23.5 The Cannabis Administration Board will use the community contributions collected under this Agreement to help fund community initiatives within Six Nations under the direction of the community feedback.
- 23.6 The Trust chair will be in charge of facilitating public meetings to identify systems and programs that are in need of funding that will directly impact the community
- 23.7 The Cannabis Administration Board will use the community contributions to establish the Stamping and Testing facility that will be the backbone of the cannabis industry on Six Nations Territory.
- 23.8 After the establishment of the Testing and Stamping facility community contributions will be used to fund community initiatives as directed by community members during community contribution meetings.
- 23.9 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 XXII

24. IMPROVEMENT OF AGREEMENT

- 24.1 The Cannabis Administration Board will provide recommendations to the SNPCC members regarding the content of this Agreement:
 - i. within 60 days of the creation of the Cannabis Administration Board and appointment of all Commissioners and within 60 days of any amendments to this Agreement,
 - ii. within 30 days of any written request of the SNPCC
 - iii. as necessary in the opinion of the Cannabis Administration Board in their experience in monitoring the application of this Agreement, and
 - iv. at least once every calendar year.

24.2 The Cannabis Administration Board 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, unauthorized actions 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 Permit 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) The amount and frequency of Community Contribution payments;
- g) The type of products that a dispensary may not sell (ex: tobacco products and lottery tickets);
- h) 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 and total production;
- i) Limiting the total number of permits that will be issued;
- j) The composition, strength, concentration, potency, purity or quality or any other property of cannabis or any class or type of cannabis;
- k) Standards and testing procedures to ensure that all cannabis produced, distributed and sold within the Territory are consistently and reliably high-quality;
- l) 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 Permitted by the appropriate health and safety authorities;
- m) Any breaches of permit conditions brought to the attention of the Cannabis Administration Board will be addressed in accordance with Appendix I. Sanctions will include verbal and written warnings for a first offence,

followed by suspending or revoking the permit if the offence is not dealt with or continues to violate the terms of this agreement and finally may prevent the individual or corporation from obtaining any future permits.

- n) The Cannabis Administration Board will provide their decision to the SNPCC for final determination.
- o) Revoked permits will not be reinstated until the permit holder is in good standing.
- p) The maintenance of public order, security and the safety of persons working in, and for customers of, dispensaries;
- q) 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, unless they are holders of a valid Canadian Medical Cannabis Card (MMAR or ACMPR) or Doctor's Prescription.
 - iii. No person can purchase an amount of cannabis that exceeds the amount prescribed by the Cannabis Administration Board for recreational use of cannabis (30g) in a single visit to a dispensary unless they are a holder of a valid Canadian MMAR or ACMPR Permit, or have a valid prescription from a medical doctor.
- r) The Cannabis Administration Board can accurately track all cannabis sold by a producer, distributor and dispensary;
- s) The Cannabis Administration Board can accurately verify that all community contributions have been collected and remitted as required by this Agreement;
- t) The minimum prices that any cannabis product can be sold by a producer, distributor and dispensary;
- u) At the discretion of the community, advertising and marketing that permit holders may or may not conduct with more details in the dispensary owner's handbook
- v) Packaging and labeling requirements
- w) Any other recommendation necessarily required to achieve the purposes of this Agreement.

PART XXV

25. LEGAL DEFENCE

- 25.1 The SNPCC will assist in the defense 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.
- 25.2 The SNPCC will also provide jurisdictional protection from exterior agencies that push to interfere with the cannabis industry on Six Nations Territory.

PART XXVI

26. REVIEW

- 26.1 Recommendations made by the Cannabis Administration Board are not binding until an agreement has been met by the SNPCC. Decisions made by the Cannabis Administration Board 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 Territory.
- 26.2 Review process and amendments to this Cannabis Agreement shall take no longer than 30 days, any members who actively stall the progression of the industry will be removed and replaced. If members from the SNPCC are the stalling members a formal warning will be provided before the removal of that individual.

PART XXVII

27. ENFORCEMENT

- 27.1 Administrative breaches of this Agreement are within the purview of the Cannabis Administration Board 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.
- 27.2 Breaches of this Agreement will be investigated by the SNPCC; for example, the sale, distribution, etc. of illegal cannabis, the sale of unauthorized substances and untested products.
- 27.3 All fines, penalties, etc. collected through the breach of this Agreement are payable to the Community Contributions Fund.

PART XXVIII

28. SEVERABILITY

- 28.1 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
- 28.2 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.

PART XXIX

29. AMENDMENT

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

PART XXX

30. COMING INTO FORCE

- 30.1 This Agreement comes into force the day the Cannabis Agreement is signed by officials of the Six Nations People's Cannabis Coalition.

APPENDIX

CANNABIS ADMINISTRATION BOARD TERMS OF REFERENCE OPERATIONS

1. GENERAL MANDATE

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

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

3. STRUCTURE OF THE BOARD

- 3.1 The Cannabis Administration Board will be accountable to the People of Six Nations of the Grand River Territory and will function as a subcommittee to the SNPCC.
- 3.2 The Board will be composed of Seven (7) members along with Three (3)

oversight members from SNPCC for a total of 10 members.

- 3.3 Two (2) of the oversight members from the SNPCC will be delegated the responsibility to keep both the Haudenosaunee Confederacy Chiefs Council (HCCC) and Six Nations of the Grand River (SNGR) - Elected Council - up-to-date with all matters dealt with by the Cannabis Administration Board.
- 3.4 Each member of the Cannabis Administration Board will have individual roles and responsibilities.
 1. Communications
 2. Finance
 3. Policy Development
 4. Community Safety
 5. Compliance and Enforcement
 6. Education
 7. Community Initiative
- 3.5 The Six Nations People's Cannabis Coalition will ensure that the applying commission members be educated, competent and representative of the Six Nations of the Grand River Territory
- 3.6 To be eligible to apply to the Board, a person must:
 - i. be a Band Member or Hereditary 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, unless otherwise nominated by a fellow community member and elected by 70% or more of a vote from the SNPCC where as it might cause a conflict of interest; interim board members will be established that can be phased out if possible within 12 months; and
 - iv. parties with interest in a private cannabis entity who wish to apply, can be judged on a case by case basis. Board members should have the option to call a conflict for any instances that may seem a breach.
 - v. provide local police check directly to the SNPCC. (Police Check must be less (no more than) 30 days old)
- 3.7 Subject to early termination in accordance with this Agreement, a Board member's term of office will be not less than five (5) years. Wherever possible, The Cannabis Administration Board will stagger Commission member's appointments to ensure continuity and consistency.

- 3.8 Upon expiry of a Board 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 Board member may serve a maximum of two (2) consecutive terms.
- 3.9 SNPCC ensure that persons to be appointed as Board members are mature, responsible and, wherever possible, have experience with regulatory matters or participating on boards or commissions.
- 3.10 The Six Nations People's Cannabis Coalition will ensure that the Board has the staff to support their activities by providing the professional assistance the Board requires to fulfill its mandate.
- 3.11 Board members and staff will undertake all necessary training to enable them to fulfill their respective mandates more effectively and efficiently.
- 3.12 The Board will, by majority vote, appoint one of its members as a Chairperson. The Chairperson will preside over meetings of the Board and will ensure the Board follows the principles and procedures provided in this Agreement.
- 3.13 The Six Nations Territory members may, for reasonable cause, remove a Board member from office prior to the expiry of his or her term of office.
- 3.14 A Board member may resign from office prior to the expiry of his or her term of office by giving written notice to the Board and to the SNPCC at least sixty (60) days prior to the date on which the resignation is to be effective.
- 3.15 In the event a Board member is removed, resigns or is unable to continue performing his or her duties for any reason, SNPCC will appoint a new Board member within thirty (30) days or such other period of time that is necessary to ensure the Board always has five (5) appointed members
- 3.16 The SNPCC will provide an annual budget, the amount of which will be adequate to ensure the Board can satisfy its duties and responsibilities under this Agreement.
- 3.17 Permit fees and other amounts collected by the Board will be given to the Community Contributions Fund.
- 3.18 Members of the Board may be compensated for the time required to provide the services associated with their offices, as determined by SNPCC.
- 3.19 Members will be provided with honorariums for time, travel and expenses as determined by the Board.
- 3.20 The Board will obtain, implement and maintain such software, systems, networks and databases as the Board may require to fulfill its mandate.

4. BOARD MEETINGS

- 4.1 For the purpose of conducting a meeting and making decisions a quorum of not less than five (5) Board members must be present. Ex-officio members do not contribute towards quorum.
- 4.2 Decisions of the Board will be made by a vote of at least five (5) Board members.
- 4.3 The Board 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, Board members will participate in Board meetings in person. However, with the permission of the other Board members, a Board member may participate in a meeting via telephone or other electronic means.
- 4.5 Notice of a Board meeting, with particulars of the agenda, will be provided to all Board members, not less than five (5) days prior to the date of the meeting. The Board may in its sole discretion waive this requirement of any particular meeting.
- 4.6 The Board 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 Board finds appropriate, to minimize the harms of cannabis use within the Territory.
- 4.7 Provide quarterly reports to the SNPCC on matters as directed by the SNPCC and/or Board policy.
- 4.8 This Agreement will be reviewed annually by the SNPCC.