



## REGULATION CONCERNING REGISTERED SUPPLIERS

K.R.L. c. C-4, r-5

Enacted by Mohawk Council Executive Directive (MCED) #XX/2023-2024  
on Month XX, 2024

### DEFINITIONS

1. The definitions provided in the *Kahnawà:ke Cannabis Control Law* have the same meaning in this Regulation. In the event of any inconsistency, the definitions applicable in this Regulation are paramount.
2. For the purposes of this Regulation:
  - “**Agreement**” means the Cannabis Procurement Agreement entered into between a licence holder and the holder of the Distribution Licence;
  - “**approved cannabis products**” means all cannabis products that are cultivated and or processed pursuant to the *Cannabis Act*, until such time as Kahnawà:ke has a capacity and standards to regulate the safe cultivation and processing of products;
  - “**Board**” means the Kahnawà:ke Cannabis Control Board;
  - “**dispensary**” means a commercial facility located within the Territory that is operated by the holder of a Dispensary Licence;
  - “**Law**” means the Kahnawà:ke Cannabis Control Law;
  - “**licence holder**” means the holder of a valid Standard Processing Licence, Micro-Processing Licence, Standard Cultivation Licence, or Micro-Cultivation Licence issued by the Board or any other licence that may be created by the Board from time to time, but excludes the holder of the Distribution Licence or a Dispensary Licence;

“**material change**” means a change that affects a licence holder and as further defined in section 4 of the *Regulation concerning Licensing Requirements and Procedures*, K.R.L. c. C-4, r-3; and,

“**Registered Supplier**” means a licence holder that meets the criteria set out in section 3 of this Regulation.

## **REGISTERED SUPPLIERS**

3. To be recognized as a Registered Supplier under this Regulation, a licence holder must:
  - a. enter into an Agreement that permits the licence holder to offer, sell, supply and distribute approved cannabis products, on behalf of the Distribution Licence holder, to a dispensary;
  - b. adhere to all the terms in the Agreement, and for greater certainty, comply with all applicable laws and regulations;
  - c. remain a valid licence holder in good standing during the term of the Agreement; and,
  - d. pay any applicable registration fee as prescribed by the Agreement.
4. For greater certainty, the Distribution Licence holder may enter into an Agreement at its sole discretion.

## **REGISTRATION AND NOTIFICATION**

5. The Distribution Licence holder will provide a signed copy of the Agreement to the Board without delay, and prior to the execution of any transactions by the Registered Supplier for and on behalf of the Distribution Licence holder.
6. The Board will maintain a list of Registered Suppliers pursuant to this Regulation. The Board will provide the list of Registered Suppliers to each dispensary and such other interested parties as the Board deems appropriate.
7. The Board will notify, in writing, the Distribution Licence holder, each Registered Supplier and dispensary of any changes to the list of Registered Suppliers, including the addition or removal of a Registered Supplier.

## **MATERIAL CHANGES**

8. The Registered Supplier must inform the Board in writing of any material changes affecting its status as a Registered Supplier under the Agreement and under this Regulation;
  - a. wherever possible, at least thirty (30) days prior to the date on which the proposed material change is to be effective; or
  - b. in any event, not later than seven (7) days from the date on which the material change was effective.

## **BREACHES**

9. The Distribution Licence holder is authorized to unilaterally terminate the Agreement or take any other action as prescribed in the Agreement, in the event of a breach of the Law or a provision of this Regulation.

## **PENALTIES**

10. A Registered Supplier that breaches a provision of this Regulation is liable to:
  - a. a non-compliance warning;
  - b. a suspension or revocation of the subject licence; or
  - c. a fine of not less than One Thousand (\$1,000.00) Dollars and not more than One Hundred Thousand (\$100,000.00) Dollars.

## **PROHIBITION**

11. A Registered Supplier may not under any circumstance subcontract any of its core obligations to a third party or permit a third party to offer, sell, supply or distribute approved cannabis products either on its behalf or on behalf of the Distribution Licence holder. For greater certainty, nothing prevents a Registered Supplier from procuring approved cannabis products from licensed producers offering approved cannabis products.