

Delivery to Consumers

Delivery provides a convenient way for Patients and Adults to receive their cannabis products. An MTC has had the ability and **may continue to deliver** directly to patients and caregivers.

Adult-use **Delivery Licensees** are currently limited to businesses controlled by and with majority ownership comprised of **Economic Empowerment** Priority Applicants or **Social Equity Program** Participants.

Currently, there are two types of licenses available:

1. Marijuana **Courier** License
2. Marijuana **Delivery Operator** License (wholesale)

Summary/ Highlights for Deliveries:

- CCC rules permit delivery between **7am-11pm** (be aware of host community hours that may be more restrictive)
- IDs must be pre-verified (**in person** or by **electronic method** approved by CCC)
- **IDs are checked again** at residence at time of transfer
- Ensure **ID matches the person**, is the **same as the pre-verified ID** and **signature** on manifest **matches the ID**
- Deliver **only to a residence** (no dorms/ federal housing)
- Deliver only **once a day** to that consumer and **ONLY to the consumer that placed the order**
- Never deliver more than the **possession limit** in a business day (i.e., 1oz of flower or its equivalent for adults)
- Alert the consumer that **delivery transfers are recorded** via conspicuous body camera
- Maximum product value of **\$10k** in delivery vehicle if there are **two agents**
- Maximum product value of **\$5k** in delivery vehicle if there is only **one agent**
- **Security cameras** in both driver area and locked product area
- Vehicle is **GPS trackable with location checks** at least every 30-minutes
- All products in vehicle match an order that was placed (i.e., no extra cannabis product)
- Contact home base 1) upon **arrival** at residence 2) upon **departure** 3) at least **every 30-minutes**
- Keep detailed records including 1) mileage 2) printed manifests 3) arrival/ departure times

Delivery of a **highly valuable** product with **cash payments** comes with some risk. Encourage consumers to pre-pay for deliveries or use approved electronic payments to reduce cash handling.

Good news, when delivering, you may have **another agent** with you. When that's the case, one agent will stay in the vehicle, while one agent brings product to the residence.

Always **be attentive** to your surroundings, **be aware and stay safe!**

Tips for your safety when performing Deliveries:

1. When you arrive, look around, check your mirrors and be **attentive to your surroundings**
2. Park in a **well-lit, open** area
3. If the area or the situation **feels risky, do not proceed** with the delivery (call your Manager or Partner Retailer)
4. Have **delivery orders organized** in your vehicle for quick access
5. Notify the consumer that the **delivery transaction is being recorded**
 - **Ensure** they are aware of recorded transaction **before you arrive**
6. Engage and chat with the consumer, be aware of **indications** of potential **impairment**
7. Verify the **consumer's ID** and **compare to the pre-verified ID** on your mobile device
8. Cash handling:
 - **Reduce cash handling** as much as possible with prepaid cards or debit cards
 - Consider placing cash in an **unmarked bag** before carrying it to the vehicle
 - **Put cash immediately into vehicle lock box**
9. If you are ever approached or are in a dangerous situation (i.e., robbery)- **comply with the request**. YOU are more important than the money or product!
10. Notice **any/all details to relay to law enforcement if a dangerous situation does occur**
11. If you suspect diversion, theft or loss of product, **secure your vehicle and call your manager**
12. **Report to CCC & law enforcement immediately (within 24 hours)** vehicle accidents, diversion, inversion, losses or other reportable incidents

Adult Use Delivery Definitions, Details & Rules

Delivery License means either a Marijuana Courier License or a Marijuana Delivery Operator License.

Delivery Licensee means either a Marijuana Courier or a Marijuana Delivery Operator authorized to deliver Marijuana and Marijuana Products directly to Consumers and as permitted, Marijuana Couriers to Patients and Caregivers.

Delivery Agreement means a contract between a licensed Marijuana Establishment and a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement to deliver Marijuana or Marijuana Products from the Marijuana Establishment directly to Consumers and as permitted, Marijuana Couriers to Patients and Caregivers, under the provisions of a Delivery License.

Delivery Endorsement means authorization granted to Licensees in categories of Marijuana Establishments identified by the Commission to perform deliveries directly from the establishment to Consumers.

Delivery Items means Finished Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods.

Individual Order means a delineated amount of Finished Marijuana Products to be delivered by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement to an individual Consumer and as permitted, a Marijuana Courier to a Patient or Caregiver, and not to exceed the individual possession amount limits as determined by statute.

Pre-verification means the process of a Marijuana Establishment examining the identification presented by an individual Consumer to confirm that the identification is valid and matches the individual presenting it and collecting the information required by 935 CMR 500.000 prior to that Consumer being able to receive deliveries of Marijuana or Marijuana Products to the Consumer's Residence. A Marijuana Establishment may not acquire or record personal information about Consumers other than information typically required in a retail transaction

Residence means a house, condominium or apartment, and excludes, unless otherwise authorized by law, dormitories or other on-campus college or university housing; bed-and-breakfast establishments, hotels, motels or other commercial hospitality operations; and federal public housing identified at <https://resources.hud.gov/>, shelters or residential programs.

White Labeling means to affix a product label that includes the branding, including the name and logo, of a specific Marijuana Establishment Licensee to a Finished Marijuana Product that was previously produced and packaged by a licensed Product Manufacturer, Cultivator, Microbusiness or Craft Marijuana Cooperative for sale to Consumers. Vaporizer Devices shall not be white labeled. White labeled products shall be required to comply with 935 CMR 500.105(5), and (6), 935 CMR 500.130(6) and 935 CMR 500.146(7).

935CMR 500.050: Marijuana Establishments

(9) Marijuana Transporter.

- (a) An entity may only transport Marijuana Products when such transportation is not already authorized under a Marijuana Establishment license if it is licensed as a Marijuana Transporter:

(10) Marijuana Courier.

- (a) A Marijuana Courier may **deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or to Patients or Caregivers from an MTC** with which the Marijuana Courier has a **Delivery Agreement**. A Marijuana Courier may be an Owner of or have a controlling interest in a Cultivation, Product Manufacturing, Social Consumption Establishment, Research, Retail or Transportation license.
- (b) A Marijuana Courier shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of **36 months from the date the first Delivery Operator Licensee receives a notice to commence operations**, provided, however, that the Commission may vote to extend that period following a determination that the goal of the exclusivity period to promote and encourage full participation in the regulated Marijuana industry by people from communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law has not been met; and the Commission may vote to expand eligibility for Delivery Licenses during the exclusivity period pursuant to 935 CMR 500.050(10)(b)4.
1. The Commission shall develop criteria for evaluating whether the goals of the exclusivity period are met, which shall include, but not be limited to:
 - a. Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
 - b. Overall rates of participation in the regulated Marijuana industry by people of color;
 - c. Licenses granted to businesses with majority ownership comprised of Economic Empowerment Priority Applicants and Social Equity Program Participants;
 - d. Number of registered agents who are Social Equity Program Participants;
 - e. Number of Delivery Licensees in operation and business performance relative to other Marijuana Establishments;

- f. Financial feasibility of continued participation in the regulated Marijuana industry by communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law if exclusivity period ends; and
 - g. Any other information the Commission determines relevant.
2. The Commission shall collect and report on data measuring the criteria throughout the exclusivity period. The Commission shall begin evaluating whether the goals of the exclusivity period have been met at least eight months before the end of the 36-month period to provide adequate time to consider whether an extension of the 36-month period is necessary prior to the conclusion of that time period.
3. The licenses shall generally be available to applicants after the 36-month period unless the Commissioners affirmatively votes to extend the period of exclusivity by a period of 12 months after the first 36-month period. Any subsequent extension of the exclusivity period would require the Commission affirmatively to find that the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(10)(b)1. have not been met.
4. If data collected by the Commission demonstrates progress toward the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(10)(b)1. and that demand for Consumer delivery is likely to exceed the supply that could be provided by businesses that meet the exclusivity requirements during the exclusivity period, the Commission may vote during the exclusivity period to allow the following additional businesses to own Delivery Licenses:
- a. Worker-owned cooperatives organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995; or
 - b. Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) with valid certification from the SDO.
 - (c) No person or entity other than those disclosed in the application shall be a Person or Entity Having Direct or Indirect Control in a Delivery License.
 - (d) No Person or Entity with Direct or Indirect Control shall possess, or be granted, more than two (2) Delivery Licenses.
 - (e) After January 8, 2021, any application or license classified as a Delivery-only license pursuant to previously adopted regulations shall be converted to a Delivery Courier application or license governed by 935 CMR 500.050(10).

(11) Marijuana Delivery Operator.

- (a) A Delivery Operator **may Wholesale and Warehouse** Finished Marijuana and Finished Marijuana Products acquired from purchase of a Marijuana Establishment and **deliver, sell, White Label, Repackage, or otherwise Transfer Marijuana or Marijuana Products to Consumers.** Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and sell and deliver directly to Consumers. A Delivery Operator may be an Owner of or have a controlling interest in a Cultivation, Product Manufacturing, Social Consumption Establishment, Research, Transportation or Retail license, subject to the limitations stated in 935 CMR 500.050(11)(e).
- (b) A **Delivery Operator Licensee shall operate a Warehouse** for the purpose of storing Finished Marijuana Products.
- (c) A Delivery Operator License does not authorize the Licensee to operate a retail storefront.
- (d) Notwithstanding that a Delivery Operator is not considered to be a Marijuana Retailer as defined under 935 CMR 500.002 or authorized to engage in permitted activities under 935 CMR 500.050(8), but is authorized to sell Finished Marijuana Products directly to consumers, a Delivery Operator shall register as a vendor with the Department of Revenue and collect and remit marijuana retail taxes in accordance with 830 CMR 64N.1.1: Marijuana Retail Taxes.
- (e) A Delivery Operator shall comply with the labeling and packaging requirements contained in 935 CMR 500.105(5) and 935 CMR 500.105(6) and Requirements for Handling of Marijuana pursuant to 935 CMR 500.105(3)(a) and (b).
- (f) Delivery Operator Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Delivery Operator Licensee receives a notice to commence operations; provided, however, that the Commission may vote to extend that period following a determination that the goal of the exclusivity period to promote and encourage full participation in the regulated Marijuana industry by people from communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law has not been met; and the Commission may vote to expand eligibility for Delivery Licenses during the exclusivity period pursuant to 935 CMR 500.050(11)(d)4.
 - 1. The Commission shall develop criteria for evaluating whether the goals of the exclusivity period are met, which shall include, but not be limited to:
 - a. Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
 - b. Overall rates of participation in the regulated Marijuana industry by people of color;
 - c. Licenses granted to businesses with majority ownership comprised of Economic Empowerment Priority Applicants and Social Equity Program Participants;
 - d. Number of registered agents who are Social Equity Program Participants;
 - e. Number of Delivery Licensees in operation and business performance relative to other Marijuana Establishments;
 - f. Financial feasibility of continued participation in the regulated Marijuana industry by communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law if exclusivity period ends; and
 - g. Any other information the Commission determines relevant.
 - 2. The Commission shall collect and report on data measuring the criteria throughout the exclusivity period. The Commission shall begin evaluating whether the goals of the exclusivity period have been met at least eight months before the end of the 36-month period to provide adequate time to consider whether an extension of the 36-month period is necessary prior to the conclusion of that time period.
 - 3. The licenses shall generally be available to applicants after the 36-month period unless the Commissioners affirmatively votes to extend the period of exclusivity by a period of 12 months after the first 36-month period. Any subsequent extension of the exclusivity period would require the Commission affirmatively to find that the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(11)(d)1. have not been met.
 - 4. If data collected by the Commission demonstrates progress toward the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(11)(d)1. and that demand for Consumer delivery is likely to exceed the supply that could be provided by businesses that meet the

exclusivity requirements during the exclusivity period, the Commission may vote during the exclusivity period to allow the following additional businesses to own Delivery Licenses:

- a. Worker-owned cooperatives organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995; or
- b. Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) with valid certification from the SDO.

(g) No person or entity other than those disclosed in the application shall be a Person or Entity Having Direct or Indirect Control in a Delivery Operator License.

(h) No Person or Entity Having Direct or Indirect Control in a Delivery Operator License shall obtain, or be granted, more than a total of three Delivery Operator Licenses.

(i) Two years from the date the first Delivery Operator Licensee receives a notice to commence operations, the Commission or its designee shall commence an evaluation of the development of the Cannabis delivery market in the Commonwealth of Massachusetts, which may include assessing the competitiveness and concentration of the market, the repackaging and white labeling requirements, and any other matter as determined by the Commission. The Commission shall complete its evaluation within four months, unless the Commission determines that there is a reasonable basis for an extension. The Commission may take any action including, but not limited to, issuing regulations or guidance, it deems necessary to address issues with market development.

500.145: Additional Operational Requirements for Delivery of Marijuana, Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods to Consumers and as Permitted, to Patients or Caregivers

(1) General Requirements.

(a) For purposes of 935 CMR 500.145, Delivery Items means Finished Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods.

(b) **A Delivery License or Delivery Endorsement is a necessary prerequisite** for the delivery of Delivery Items directly to Consumers, and as permitted, Marijuana Couriers, to Patients or Caregivers. Applications for a Delivery License or Delivery Endorsement shall be in a form and manner to be determined by the Commission.

(c) Prior to commencing operations, Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall comply with all operational requirements imposed by: 1. 935 CMR 500.105; 2. 935 CMR 500.110 as applicable, including 935 CMR 500.110(8); and 3. 935 CMR 500.145.

(d) All individuals delivering for a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement directly to Consumers, and as permitted Patients or Caregivers, shall be employees of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and shall hold a valid Marijuana Establishment Agent registration.

(e) All Marijuana and Marijuana Products delivered by a Marijuana Courier shall be obtained from a licensed Marijuana Retailer, Social Consumption Establishment, or MTC. A Marijuana Courier may deliver Marijuana Establishment Branded Goods and MTC Branded Goods carrying the Marijuana Courier's brand or that of a licensed Marijuana Retailer, Social Consumption Establishment, or MTC. **A Marijuana Courier may deliver Marijuana Accessories from a licensed Marijuana Retailer, Social Consumption Establishment, or MTC, or acquire and deliver their own Marijuana Accessories.** A Marijuana Courier may not acquire electronic vape devices, hardware or batteries utilized in products that vaporize concentrates and oils, other than from a licensed Marijuana Retailer, Social Consumption Establishment, or MTC.

1. Marijuana Couriers shall only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer, Social Consumption Establishment, or MTC with which the Marijuana Courier has a Delivery Agreement.

2. All agreements between a Marijuana Courier and a Marijuana Retailer, Social Consumption Establishment, or MTC shall be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(b).

3. **The Commission shall be notified in writing of any Substantial Modification to a Delivery Agreement.**

(f) Delivery Operators shall only deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Establishment Branded Goods carrying the Delivery Operator's brand or that of a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Social Consumption Establishment, Microbusiness or Craft Marijuana Cooperative. All Finished Marijuana Products delivered by a Delivery Operator Licensee shall be obtained from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and shall comply with 935 CMR 500.105(1)(e). Delivery Operators may deliver Marijuana Establishment Branded Goods carrying the Delivery Operator's brand or that of a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative.

1. A Delivery Operator shall only obtain Finished Marijuana Products for delivery from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Social Consumption Establishment, Microbusiness or Craft Marijuana Cooperative with which the Delivery Operator has a Wholesale Agreement.

2. All Wholesale Agreements between a Delivery Operator and a Marijuana Cultivator, a Marijuana Product Manufacturer, a Social Consumption Establishment, a Microbusiness or a Craft Marijuana Cooperative shall be subject to limitations on control over Licenses under 935 CMR 500.050(1)(b) and shall be subject to inspection and disclosure under 935 CMR 500.105(9).

3. The Commission shall be notified in writing of any Substantial Modification to a Wholesale Agreement.

(g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and Marijuana Retailer may use a Third-party Technology Platform Provider to facilitate orders by Consumers, and as permitted Patients or Caregivers.

1. All agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a Third-party Technology Platform Provider shall be submitted to the Commission prior to Final Licensure as part of the requirements for licensure in 935 CMR 500.101 and shall be subject to the control limitations under 935 CMR 500.050(1)(b).
 2. **The Commission shall be notified in writing within five days of the following:** a. Any Substantial Modification to an agreement. b. Any new or additional or assigned agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a Third-party Technology Platform Provider.
 3. Contracts between Delivery Licensees and Third-party Technology Platform Providers shall be negotiated at arm's length and entered into knowingly and willingly by both parties.
 - a. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall be transparent and shall describe the methodology for determining the placement of Delivery Licensees in search results.
 - b. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall define the fee structure for payment of services provided under the contract.
 - c. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall include that the placement of Delivery Licensees in search results shall be based on objective, consumer-oriented criteria which may include, but shall not be limited to, time to deliver to the Consumer; Finished Marijuana Product price; and Finished Marijuana Product availability.
 - d. Inducements intended to influence the placement of Delivery Licensees shall be strictly prohibited. No Delivery Licensee shall directly or indirectly give, permit other people or entities to give, receive or otherwise accept, an Inducement in any effort to persuade or influence a Third-party Technology Platform Provider to list any particular Delivery Licensee, brand or kind of Finished Marijuana Product, or to persuade or influence a Third-party Technology Platform Provider from listing any particular Delivery Licensee, brand or kind of Finished Marijuana Product.
 - e. Advertising by a Delivery Licensee on a Third-party Technology Platform Provider shall not be considered to be an Inducement, provided:
 - i. The contract terms for Advertising clearly state that the decision by a Delivery Licensee to advertise or not to advertise on a Third-party Technology Platform Provider shall not influence the placement of that Delivery Licensee in search results.
 - ii. Any advertisement shall include a clear and conspicuous disclosure on the face of the advertisement that it is paid Advertising.
 - iii. No Delivery Licensee may advertise or market Marijuana or Marijuana Products in conjunction with a Third-party Technology Platform Provider outside of the technology platform and shall ensure that the Third-party Technology Platform Provider does not use the Delivery Licensee's license number, legal business name or Brand Name on any advertisement or marketing that primarily promotes the services of the technology platform.
 4. A Delivery Licensee, in its engagement with a Third-party Technology Platform Provider shall ensure compliance with the consumer and patient protection standards established by M.G.L. c. 94G and c. 94I and the associated regulations, including, but not limited to 935 CMR 500.820 and 935 CMR 501.820: Confidentiality, and other applicable state laws. 5. A Delivery Licensee shall ensure minimum identifying information regarding the Delivery Licensee and its products, including but not limited to the Delivery Licensee's business name and license number, and as specified by the Commission, is on its menu and any receipt provided to Consumers placing an order for Marijuana and Marijuana Products through the technology platform.
- (h) **The maximum retail value of Marijuana or Marijuana Products allowed in a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement's vehicle at any one time shall not exceed \$5,000; provided, however, that a vehicle with two Agents shall be allowed to have the maximum retail value up to \$10,000. Each Marijuana Product shall be associated with a specific Individual Order.** For purposes of this provision, "maximum retail value" shall mean the aggregate value of Marijuana and Marijuana Products as priced on the day of the order for delivery.
- (i) The maximum wholesale value of Marijuana or Marijuana Products allowed in a Marijuana Delivery Operator Licensee's vehicle at any one time shall not exceed \$5,000 when conducting Wholesale activities with one Marijuana Establishment Agent present; provided, however, that a vehicle with two Agents shall be allowed to have a total Wholesale value in excess of \$5,000. All Marijuana or Marijuana Products shall be associated with a specific Individual Order. For purposes of this provision, "maximum wholesale value" shall mean the aggregate value of Marijuana and Marijuana Products as priced on the day of the order for wholesale.
- (j) **All Marijuana and Marijuana Product deliveries shall be tracked using the Seed-to-sale SOR as designated by the Commission.**
- (k) Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement, but may not be tracked in the Seed-to-sale SOR.
- (l) For non-Marijuana or non-Marijuana Product sales, a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall comply with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (m) Deliveries by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be geographically limited to:
1. The municipality identified as the Marijuana Establishment Licensee's place of business;
 2. Any municipality which allows for retail within its borders whether or not one is operational; or
 3. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.
- (n) **All deliveries shall be completed between 7:00 A.M. to 11:00 P.M. local time. A Host Community may set alternative delivery hours by municipal ordinance or by-law; provided, however, that a municipality shall not set an earlier time to begin deliveries nor set a later time to complete deliveries.**
- (o) **Every effort shall be made to minimize the amount of cash carried in a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement vehicle at any one time. Marijuana Retailers utilizing a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement for Consumer transactions shall use best efforts to implement platforms for the electronic payment of funds. Where cash is carried by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle, cash shall be stored in a locked compartment.**

- (p) Delivery Licensees and Marijuana Establishments with a Delivery Endorsement shall comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.
- (q) In addition to complying with 935 CMR 500.105(4), a Delivery Licensee shall include on any website it operates or that operates on its behalf the license number(s) issued by the Commission.
- (r) In addition to complying with 935 CMR 500.105(4), a Marijuana Establishment with a Delivery Endorsement shall include on any website it operates or that operates on its behalf the endorsement number(s) issued by the Commission.

(2) Orders Fulfilled by Marijuana Couriers. All orders for deliveries made by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall comply 935 CMR 500.145(1)(e) and the following requirements:

- (a) Orders for Consumer delivery shall be received by a Marijuana Retailer and transmitted to a Marijuana Courier for delivery to a Residence.
- (b) **Only Marijuana Products that are Shelf-stable may be delivered.** Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement.
- (c) A Marijuana Courier or Marijuana Establishment with a Delivery Endorsements shall **deliver only to the Residence address provided.** A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall be prohibited from delivering to college or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/>.
- (d) A Marijuana Courier shall only acquire from a Marijuana Retailer and deliver Marijuana or Marijuana Products for which a specific order has been received by a licensed Marijuana Retailer with which the Marijuana Courier has a Delivery Agreement. A Marijuana Courier is prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).
- (e) A Marijuana Establishments with a Delivery Endorsement shall only acquire from its inventory at the Marijuana Establishment premises and deliver Marijuana or Marijuana Products for which a specific order has been received. Marijuana Establishments with a Delivery Endorsement are prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Marijuana Establishments with a Delivery Endorsement or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).
- (f) Delivery Licensees or a Marijuana Establishments with a Delivery Endorsements are prohibited from delivery of more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). **An Individual Order may not exceed two ounces of Marijuana or its dry-weight equivalent.** The Individual Order **shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity** consistent with the requirements of 935 CMR 500.140(2)(d) and 500.145(4). A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall only deliver one Individual Order, per Consumer, during each delivery.
- (g) **A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement may not deliver to the same Consumer at the same Residence more than once each calendar day** and only during authorized delivery hours.
- (h) For Consumer delivery, each order shall be **packaged and labeled in accordance with 935 CMR 500.105(5) and (6)** originating the order prior to transportation by the Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to the Consumer.
- (i) **Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back to the originating Marijuana Establishment** that provided the product once all other deliveries included on a delivery manifest have been made. **A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement is prohibited from maintaining custody overnight of Marijuana or Marijuana Products intended for delivery.** It shall be the responsibility of the Marijuana Courier or Marijuana Establishment with a Delivery Endorsement, in conjunction with the Marijuana Retailer with which there is a Delivery Agreement, to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by the Marijuana Courier or Marijuana Establishment with a Delivery Endorsement. A process for ensuring that undelivered Marijuana and Marijuana Products can be returned to the Marijuana Retailer by the Marijuana Courier shall be a term of the Delivery Agreement.

(3) Orders Fulfilled by Delivery Operators. All orders for deliveries made by a Delivery Operator shall comply with 935 CMR 500.145(1)(f) and the following requirements:

- (a) Orders for Consumer delivery by a Delivery Operator shall be received by the Delivery Operator.
- (b) **Only Finished Marijuana Products that are Shelf-stable may be delivered.** Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Delivery Operator.
- (c) A Delivery Operator **shall deliver only to the Residence address provided.** A Delivery Operator shall be prohibited from delivering to college- or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/>.
- (d) **A Delivery Operator shall only acquire from its inventory at its Warehouse and deliver Finished Marijuana Products for which a specific order has been received by the Licensee.** Delivery Operators are prohibited from loading a delivery vehicle for deliveries and delivering Finished Marijuana Products without a specific order destined for an identified

Residence. An order may be generated directly through a Delivery Operator or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).

(e) Delivery Operators are **prohibited from delivery of more Finished Marijuana Products to an individual Consumer than the individual possession amounts** authorized by M.G.L. c. 94G, § 7(a)(1). **An Individual Order may not exceed two ounces of Marijuana or its dry-weight equivalent.** The Individual Order **shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity** consistent with the requirements of 935 CMR 500.145(5). A Delivery Operator shall only deliver one Individual Order, per Consumer, during each delivery.

(f) A Delivery Operator **may not deliver to the same Consumer at the same Residence more than once each calendar day** and only during authorized delivery hours.

(g) Prior to fulfilling an Individual Order for delivery to a Consumer, each Finished Marijuana Product shall be **packaged and labeled in accordance with 935 CMR 500.105(5) and (6)** before transportation by the Delivery Operator.

(h) **Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back to the originating Delivery Operator's Warehouse** that provided the product once all other deliveries included on a delivery manifest have been made.

(4) Marijuana Courier Consumer Age Verification.

(a) A Marijuana Retailer shall require any Consumer making a purchase for delivery by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to have the **valid government-issued identification card** a Consumer intends to use **to verify her or his age** at the time of delivery examined and authenticated by the Marijuana Retailer prior to the first Individual Order.

(b) **Pre-verification of the Consumer's identification shall be performed prior to the initial delivery, by using one of the following Pre-verification methods:**

1. In-person at the Marijuana Retailer's physical location or through a Commission approved electronic means, which may include a Commission-approved Third-party Technology Platform, and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d). A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement is prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's government-issued identification card by the Marijuana Retailer; or
2. Through a Commission-approved electronic means and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth. A Marijuana Establishment with a Delivery Endorsement is prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's government-issued identification card.

(c) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement may not deliver Delivery Items to any Person other than the Consumer who ordered the Delivery Items.

(d) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall verify the age and identity of the Consumer at the time at which the Delivery Items are delivered to the Consumer at a Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall **verify that the government-issued identification card of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified government-issued identification card of the Consumer** who placed the order for delivery by:

1. Viewing the government-issued identification as provided for Pre- verification under 935 CMR 500.145(4)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Delivery Items and verifying that the signature matches the government-issued photo identification card presented.

(5) Delivery Operator Consumer Age Verification.

(a) A Delivery Operator shall require any Consumer making a purchase for delivery to have the **valid government-issued identification card** a Consumer intends to use **to verify her or his age at the time of delivery examined and authenticated by the Delivery Operator prior to the first Individual Order.**

(b) **Pre-verification of the Consumer's identification shall be performed prior to the initial delivery through a Commission approved electronic means,** which may include a Commission-approved Third-party Technology Platform, and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth.

(c) A Delivery Operator **may not deliver Finished Marijuana Products to any Person other than the Consumer who ordered the Finished Marijuana Product.**

(d) A Delivery Operator **shall verify the age and identity of the Consumer at the time at which the Finished Marijuana Products are delivered to the Consumer at a Residence to ensure that Finished Marijuana Products are not delivered to individuals younger than 21 years old.** Prior to relinquishing custody of the Finished Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall verify that the government-issued identification card of the Consumer receiving the Finished Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:

1. Viewing the government-issued identification as provided for Pre- verification under 935 CMR 500.145(5)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Delivery Items and verifying that the signature matches the government-issued photo identification card presented.

(6) Vehicle and Transport Requirements for Consumer Delivery.

- (a) **Vehicles** used for Consumer delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **shall be owned or leased by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement**, shall be **properly registered as commercial vehicles**, and **inspected and insured** in the Commonwealth of Massachusetts.
- (b) Vehicles used for Consumer delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **may be parked overnight at the address identified as the Licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.**
- (c) Vehicles used for Consumer delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall carry **liability insurance in an amount not less than \$1,000,000** combined single limit.
- (d) Any vehicle used to transport or deliver Marijuana or Marijuana Products shall comply with applicable Massachusetts **Registry of Motor Vehicles (RMV) requirements**, but **may not include any additional external marking that indicate the vehicle is being used to transport or deliver Marijuana or Marijuana Products.**
- (e) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement transporting Marijuana and Marijuana Products for Consumer delivery shall ensure that all vehicles used for deliveries are **staffed with a minimum of one Marijuana Establishment Agent**. The Agent or Agents shall remain inside the vehicle at all times that the vehicle contains Marijuana or Marijuana Products, unless completing a Consumer delivery.
- (f) Marijuana Establishment Agent or Agents shall take all necessary steps to **secure the vehicle at all times** when Marijuana or Marijuana Products are in the vehicle.
- (g) **Marijuana and Marijuana Products must not be visible from outside the vehicle.**
- (h) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall **transport Marijuana and Marijuana Products in a secure, locked storage compartment that is a part of the vehicle** and complies with the requirements of 935 CMR 500.110(8).
- (i) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain, in each vehicle used for deliveries, a **secure, locked storage compartment for the purpose of transporting and securing cash used as payment**. This compartment shall be separate from compartments required under 935 CMR 500.145(5)(g) for the transport of Marijuana and Marijuana Products.
- (j) **In the case of an emergency stop** during the transportation of Delivery Items, a **log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle**. The Marijuana Establishment Agents in the vehicle shall provide notice of the location of the stop and employ best efforts to remain in contact with the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement.
- (k) The Marijuana Establishment Agent or Agents transporting Delivery Items for Consumer delivery **shall contact the Delivery Licensee's or a Marijuana Establishment with a Delivery Endorsement's fixed location when completing any delivery or when making any unscheduled stops.**
- (l) The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain a **separate log for each vehicle** in use for Consumer deliveries. For each delivery, the Delivery Licensee's or a Marijuana Establishment with a Delivery Endorsements **shall record**:
 - 1. The location of the originating Marijuana Establishment and date and time the vehicle leaves the location;
 - 2. The mileage of the transporting vehicle at departure from the Marijuana Establishment mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment;
 - 3. The date and time of departure from the Marijuana Establishment and arrival at each Consumer destination for each delivery; and
 - 4. An entry indicating the date and time of the last delivery in an order.
- (m) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall ensure that all **delivery routes remain within the Commonwealth of Massachusetts at all times.**
- (n) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall **make every effort to randomize its delivery routes.**
- (o) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements **may not transport products other than Delivery Items** during times when the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements are performing Consumer deliveries.
- (p) **Firearms are strictly prohibited** from Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicles and from Marijuana Establishment Agents performing Consumer deliveries.

(7) Manifests.

- (a) Every Consumer delivery shall have a manifest produced by the originating Marijuana Establishment. A Marijuana Retailer shall provide the manifest to the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement. A Delivery Operator shall produce its manifests. A **manifest shall be completed in duplicate, with the original manifest remaining at the premises** of the originating Marijuana Establishment, whether it is a Marijuana Retailer or a Delivery Operator, and a **copy to be kept with the Delivery Licensee agent or a Marijuana Establishment with a Delivery Endorsement agent** during the delivery. The **manifest shall be signed by the Consumer**, and as applicable Patient or Caregiver receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement. A **signed manifest shall serve as the written record of the completion of the delivery**. A manifest does not need to include Marijuana Accessories or Marijuana Establishment Branded Goods, however, the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall maintain a record of the sale of all Delivery Items.
- (b) **The manifest shall, at a minimum, include:**

1. The originating Marijuana Retailer's or Delivery Operator's name, address, and License number;
2. The name and License number of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement performing the Consumer delivery;
3. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
4. The Consumer's, Patient's or Caregiver's name and address;
5. A description of the Marijuana or Marijuana Products being transported, including the weight or count, and form or type of product;
6. Signature lines for the agents who transported the Marijuana or Marijuana Products;
7. A signature line for Consumer, Patient or Caregiver who receives the Marijuana or Marijuana Products; and
8. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle make, model, and license plate number.

(c) The **manifest shall be maintained within the vehicle during the entire transportation process**, until all the deliveries are completed.

(d) A Marijuana Establishment shall **retain all transportation manifests for no less than one year** and make them available to the Commission on request.

500.146: Additional Operational Requirements for Marijuana Delivery Operators

(1) Warehousing.

(a) **A Delivery Operator shall operate a Warehouse for the storage of Finished Marijuana Products and preparation of Individual Orders for Delivery.**

(b) Warehouses shall comply with all applicable requirements of 935 CMR 500.105 and 935 CMR 500.110.

(c) Warehouses shall incorporate a sally port or loading area immediately adjacent to the Warehouse that enables the transfer of Finished Marijuana Products into a vehicle for delivery.

(2) Limitation on Sales.

(a) In accordance with M.G.L. c. 94G, § 7, a **Delivery Operator may not knowingly sell more than two ounces or its combined dry weight equivalent** in Finished Marijuana Products to Consumers per day. 1. Two ounces of Marijuana flower shall be equivalent to ten grams of active tetrahydrocannabinol (THC) in Marijuana concentrate including, but not limited to, Tinctures. 2. Two ounces of Marijuana flower shall be equivalent to one thousand milligrams of active tetrahydrocannabinol (THC) in Edibles. 3. Topicals and ointments shall not be subject to a limitation on daily sales.

(b) A Delivery Operator may not sell Finished Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4); and

(c) A Delivery Operator shall demonstrate that it has a point-of-sale system that does not allow for a transaction in excess of the limit established in 935 CMR 500.140(3) or the potency levels established in 935 CMR 500.150(4).

(3) Unauthorized Sales and Right to Refuse Sales or Delivery.

(a) A Delivery Operator shall **refuse to sell or deliver Finished Marijuana Products to any Consumer who is unable to produce valid proof of government-issued identification.**

(b) A Delivery Operator shall **refuse to sell or deliver Finished Marijuana Products to a Consumer if, in the opinion of the Marijuana Establishment Agent based on the information available to the agent at that time, the Consumer or the public would be placed at risk. This includes, but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of Diversion or other practices that may result in Inversion.**

(c) A Delivery Operator may not sell or deliver to an individual more than two ounces or its dry weight equivalent in Finished Marijuana Products per transaction. A Delivery Operator may not knowingly sell or deliver to an individual more than two ounces or its dry weight equivalency in Finished Marijuana Products per day.

(d) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing nicotine, if sales of tobacco or cigarettes would require licensure under state law.

(e) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

(4) Recording Sales.

(a) A Delivery Operator shall **only utilize a point-of-sale system approved by the Commission**, in consultation with the DOR.

(b) A Delivery Operator may utilize a sales recording module approved by the DOR.

(c) A Delivery Operator is prohibited from utilizing software or other methods to manipulate or alter sales data.

(d) A Delivery Operator shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. A Delivery Operator shall maintain records that it has performed the monthly analysis and produce it on request to the Commission. If a Delivery Operator determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. It shall immediately disclose the information to the Commission and DOR;
2. It shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the Commission to comply with 935 CMR 500.105.

(e) A Delivery Operator shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

(f) A Delivery Operator shall adopt separate accounting practices at the point of sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. (g) The Commission and the DOR may audit and examine the point-of-sale system used by a Delivery Operator in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

(5) Consumer Education. A Delivery Operator shall make available educational materials about Finished Marijuana Products to Consumers. A Delivery Operator shall have an adequate supply of current educational material available for distribution. Educational materials shall be available in commonly spoken languages designated by the Commission, which will include, but not be limited to, appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Commission on request. If there is a failure to provide these materials, a licensee may be subject to disciplinary action under 935 CMR 500.000. **The educational material shall include at least the following:**

- (a) A warning that Marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using Marijuana, and that it should be kept away from children;
- (b) A warning that when under the influence of Marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- (c) Information to assist in the selection of Finished Marijuana Products, describing the potential differing effects of various strains of Marijuana, as well as various forms and routes of administration;
- (d) Materials offered to Consumers to enable them to track the strains used and their associated effects;
- (e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency shall also be explained;
- (f) A discussion of tolerance, dependence, and withdrawal;
- (g) Facts regarding substance use disorder signs and symptoms, as well as referral information for substance use disorder treatment program, and the telephone number for the Massachusetts Substance Use Helpline;
- (h) A statement that Consumers may not sell Finished Marijuana Products to any other individual;
- (i) Information regarding penalties for possession or distribution of Marijuana in violation of Massachusetts law; and
- (j) Any other information required by the Commission.

(6) Testing. No Finished Marijuana Product may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product shall be deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount of delta-nine-tetrahydrocannabinol (Δ^9 -THC) and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.

(7) White Labeling. The Licensee engaged in the White Labeling of Finished Marijuana Products shall comply with the labeling and packaging requirements under 935 CMR 500.105(5) and (6) prior to delivery to Consumers.

- (a) The Wholesale Agreement between a Delivery Operator and the Marijuana Establishment from which they are wholesaling shall clearly indicate whether the Delivery Operator or the Marijuana Establishment licensee from which the Finished Marijuana Product(s) are being wholesaled shall be responsible for White Labeling on behalf of the Delivery Operator.
- (b) The Delivery Operator shall **notify the Commission within 21 days of any Substantial Modification to a Wholesale Agreement** that alters which Licensee has responsibility for White Labeling on behalf of the Delivery Operator. A Licensee shall obtain the written authorization of the Commission prior to commencing White Labeling.
- (c) The Delivery Operator may submit the label to be used for White Labeling to the Commission in accordance with 935 CMR 500.105(7).

(8) Product Database. A Delivery Operator that purchases any Wholesale Finished Marijuana Products from a licensed Marijuana Cultivator, Microbusiness or Craft Marijuana Cooperative for the purpose of delivery to Consumers, whether White Labeled or not, shall **provide the Commission with information to populate the Product Database.** A Delivery Operator that purchases wholesale Finished Marijuana Products from a licensed Marijuana Product Manufacturer for the purpose of White Labeling and sale to Consumers shall provide the Commission with information to populate the Product Database. Product Database information for Finished Marijuana Products purchased at Wholesale from Product Manufacturers that are not White Labeled shall remain the responsibility of the Product Manufacturer under 935 CMR 500.130(6).

(a) The Delivery Operator shall provide the following:

- 1. A photograph of a Finished Marijuana Product outside of but next to the Marijuana Product's packaging; provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g., a single serving is a 1" x 1" square);
- 2. A photograph of the Marijuana Product inside packaging; and
- 3. The name of the Product Manufacturer that produced the Marijuana Product.

(b) Photographs submitted shall be electronic files in a JPEG format with a minimum photo resolution of 640 x 480 and print resolution of 300 DPI. Photographs shall be against a white background.

(c) A Delivery Operator shall provide the information required under 935 CMR 500.146(7)(a) for each Finished Marijuana Product it offers for sale and delivery prior to the product being made available for sale and shall update the information whenever a substantial change to packaging or label of the Finished Marijuana Product occurs. For purposes of 500.146(8)(c), a substantial change shall be a change to the physical attributes or content of the package or label.

(9) In addition to the written operating policies required under 935 CMR 500.105(1), a Delivery Operator shall **maintain written policies and procedures which shall include:** (a) Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator receives from a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness or a Craft Marijuana Cooperative; and (b) Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator provides to employees for the purpose of assessing product quality and determining whether to make the product available to sell.

(10) Vendor Samples.

(a) A Delivery Operator may receive a Vendor Sample of Marijuana flower from a Marijuana Cultivator pursuant to 935 CMR 500.120(13). A Delivery Operator may also receive a Vendor Sample of Marijuana Product from a Marijuana Product Manufacturer pursuant to 935 CMR 500.130(8). Receipt of a Vendor Sample under 935 CMR 500.146(10) shall not be considered a prohibited practice under 935 CMR 500.105(4)(b)20.

(b) Vendor Samples may not be sold to another licensee or Consumer.

(c) A Delivery Operator may provide the Vendor Samples it receives from a Marijuana Cultivator or a Marijuana Product Manufacturer to its Employees for the purpose of assessing product quality and determining whether to make the product available to sell the product. Vendor Samples may not be consumed on any licensed Premises.

(d) Vendor Sample limits. A Marijuana Delivery Operator is limited to providing the following aggregate amounts of Vendor Samples to all Employees in a calendar month period:

1. Four grams per strain of Marijuana flower and no more than seven strains of Marijuana flower;
2. Five grams of Marijuana concentrate or extract including, but not limited to, Tinctures;
3. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4); and
4. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.146(10), a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

(e) Upon providing a Vendor Sample to an employee, the Delivery Operator shall record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Vendor Sample;
2. The date and time the Vendor Sample was provided to the Employee;
3. The agent registration number of the employee receiving the Vendor Sample; and 4. The name of the Employee as it appears on their agent registration card.

(f) All Vendor Samples provided by a Delivery Operator to its employees shall also be entered into the point-of-sale system and shall count against the individual employee's daily purchase limit, if applicable, consistent with 935 CMR 500.146(2).

(11) Sale of Marijuana Vaporizer Devices.

(a) A Marijuana Delivery Operator offering Marijuana Vaporizer Devices for sale to Consumers shall include a conspicuous and prominently displayed statement on its website, that is legible and enlarged and contains the following statements:

1. "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."
2. "Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer."

(b) A Delivery Operator shall provide a physical insert to Consumers that accompanies all purchased and delivered Marijuana Vaporizer Devices that states, including capitalization and emphasis, the following: "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."

(c) The sale of disposable and reusable vaporizer pens and devices shall be accompanied by a product insert identifying the materials used in the vaporizer device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material), and manufacturer identification of the device hardware, cartridge, battery and other components;

(d) A Delivery Operator shall make available the information contained in 935 CMR 500.105(5)(c)6 in the product description as part of any product list posted on the Delivery Operator's website or Third-party Technology Platforms or applications employed for delivery.

(e) A Delivery Operator shall retain all records of purchases from any Product Manufacturer or supplier of any ingredient, additive, device, component part or other materials provided to the Delivery Operator about Marijuana Vaporizer Devices sold by licensees. Such records shall be made available to the Commission upon request.

(12) Prohibition on Monopolies.

(a) It shall be a violation of 935 CMR 500.000 for any Delivery Operator to monopolize or attempt to monopolize, or combine or conspire with any other person or entity including, but not limited to, a Third-party Technology Platform Provider, to monopolize any part of licensed activities authorized under 935 CMR 500.000.

(b) It shall be a violation of, 935 CMR 500.000, for any Delivery Operator engaged in activities authorized under 935 CMR 500.000 to make a contract for services with a Third-party Technology Platform Provider for the listing of a Delivery Operator or a Delivery Operator's Finished Marijuana Products on the condition, agreement or understanding that the parties to the contract shall not deal in Marijuana or Marijuana Products, either generally or specific brands or categories of Finished Marijuana Products, of a competitor or competitors of the parties where the effect of such contract or such condition, agreement or understanding may be to lessen substantially competition or tend to create a monopoly in any activity engaged in under 935 CMR. 500.000.

935 CMR 500.110: Security Requirements for Marijuana Establishments

(8) Security Requirements for Delivery Licensee or a Marijuana Establishment with Delivery Endorsement Operations.

(a) A Marijuana Establishment licensed as a **Delivery Licensee** or a Marijuana Establishment with a **Delivery Endorsement** shall implement adequate security measures to ensure that each vehicle used for transportation of Marijuana and Marijuana Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana. Security measures shall, at a minimum, include for each operational delivery vehicle:

1. A **vehicle security system** that includes an exterior alarm;
2. A **secure, locked storage** compartment in each vehicle and not easily removable for the **purpose of transporting the Marijuana** or Marijuana Products;
3. A **secure, locked storage** compartment in each vehicle that is not easily removable, for the purpose of **transporting and securing cash** used as payment for deliveries of Marijuana or Marijuana Products;
4. A means of **secure communication** between each vehicle and the Marijuana Establishment's dispatching location which shall be **capable of being monitored at all times that a vehicle is performing a delivery route**. Means of communication shall include:
 - a. **Two-way digital or analog radio (UHF or VHF);**
 - b. **Cellular phone; or**
 - c. **Satellite phone.**
5. A global positioning system (**GPS**) **monitoring device** that is:
 - a. Not a mobile device and that is **attached to the vehicle at all times** that the vehicle contains Marijuana or Marijuana Products; and
 - b. **Monitored** by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement at a fixed location during the transportation of Marijuana or Marijuana Products for the purpose of home delivery with **location checks occurring at least every 30 minutes**. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may delegate monitoring of the GPS to the Third-party Technology Platform Provider with which the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement has a contract, provided that the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be responsible for ensuring that monitoring occurs as required under 935 CMR 500.110(8): Security Requirements for Delivery Licensees or Marijuana Establishments with Delivery Endorsement Operations.
6. A video system that includes one or more **video cameras in the storage area** of the vehicle and one or more **video cameras in the driver area** of the vehicle and which shall remain operational at all times **during the entire transportation process** and which shall have:
 - a. The ability to produce a **clear color still photo** whether live or recorded; and
 - b. A **date and time stamp** embedded in all recordings which shall be synchronized and set correctly at all times and may not significantly obscure the picture.
7. All security equipment in each vehicle shall be in good working order and shall be **inspected and tested at regular intervals, not to exceed 30 calendar days** from the previous inspection and test.

(b) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement Agents engaged in the delivery of Marijuana or Marijuana Products to a Consumer shall have on their person an operational **body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle** for the purpose of transacting a delivery

1. The **body camera shall record all deliveries**.
2. **Consumers shall be notified** of the use of body cameras to record delivery transactions at the **time of order**, on the **proof of order** and by the Marijuana Establishment agent **on arrival at the Residence**.
3. In addition to providing notice, **body cameras shall be displayed conspicuously** on the Marijuana Establishment Agent's person.
4. A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall **maintain video from body cameras confidentially** and protected from disclosure to the full extent allowed by law. The Licensee shall implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth, and the Fair Information Practices Act, M.G.L. c.66A.
5. Video of deliveries shall be **retained for a minimum of 30 days**, or, with notice to the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement, for the duration of an investigation by the Commission or by law enforcement, whichever is longer. To obtain video from a Licensee as part of an investigation, Commission staff shall consult with the Executive Director and to the extent possible, view the video at the place of storage.
6. A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third- party not explicitly authorized by 935 CMR 500.000: Adult Use of Marijuana to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.
 - a. A Licensee or Marijuana Establishment shall make **video footage available to law enforcement officers** acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
 - b. Nothing in 935 CMR 500.110(8)6. shall prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.

7. **Unless retained for investigative purposes, the Licensee shall erase or otherwise destroy videos after the 30-day retention period.**

(c) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements transporting Marijuana and Marijuana Products for Consumer delivery shall ensure that all vehicles used for deliveries are **staffed with a minimum of one Marijuana Establishment Agent**. The Agent or Agents shall **remain inside the vehicle at all times** that the vehicle contains Marijuana or Marijuana Products, **unless completing a Consumer delivery**.

(d) Marijuana Establishment Agents shall take all necessary steps to secure the vehicle at all times when Marijuana or Marijuana Products are in the vehicle.

(e) All Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement must have attended and successfully completed Responsible Vendor Training Basic Core Curriculum and Delivery Core Curriculum courses in accordance with 935 CMR 500.105(2)(b) prior to making a delivery.

(e) A Marijuana Establishment Agent shall **document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities** in which the establishment is licensed **within 24 hours** of the discovery of such a discrepancy.

(f) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **shall report** to the Commission and local law enforcement **any vehicle accidents, Diversion Inversion, losses, or other reportable incidents** that occur during transport **immediately and, under no circumstances, more than 24 hours** of becoming aware of any accidents, Diversion Inversion, losses, or other reportable incidents and shall otherwise comply with the incident reporting requirements set forth under 935 CMR 500.110(9): Incident Reporting.

(g) The following individuals shall have access to Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000: Adult Use of Marijuana;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law Enforcement Authorities and emergency medical services in the course of responding to an emergency.

(h) 935 CMR 500.000: Adult Use of Marijuana shall not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

(i) **All vehicles** used by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement for home delivery are **subject to inspection and approval by the Commission** prior being put into use. It shall be the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements responsibility to make the Commission aware of its intent to introduce a new vehicle into operation and **ensure an inspection of the vehicle prior to commencing operation**.

(j) **Firearms are strictly prohibited** from Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicles and from Marijuana Establishment Agents performing home deliveries.

935CMR 500.200: Counties of Dukes County and Nantucket

(4) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement operating in a location in the **island counties** **may only perform deliveries to Residences located in the same county** as the Marijuana Establishment which the delivery order originates from until such time as it permitted to deliver to other locations by law.

Delivery and Transport of Testing Samples

For adult-use cannabis delivery licensees and Medical Marijuana Treatment Centers, which previously required two employees to be present for every delivery:

- Modifying the requirements to allow the option of delivering to consumers and patients with one agent in a vehicle at a time when all marijuana and marijuana products in the vehicle have a retail value of up to \$5,000;
 - However, licensees may choose to have more than one agent in a vehicle during any delivery service and will be required to staff vehicles with two agents when transporting marijuana products with a retail value exceeding \$5,000 and up to the \$10,000 delivery maximum;
- Modifying the requirements to allow the option of delivering wholesale products with one agent in the vehicle when marijuana and marijuana products have a wholesale value of up to \$5,000;
- Allowing Marijuana Delivery Operator licensees to repackaging marijuana and marijuana products, subject to all current requirements for packaging and labeling;
- Increasing the total number of delivery licenses that individuals and entities can own or control from two to three Marijuana Delivery Operator licenses and three Marijuana Courier licenses, bringing Delivery licenses in line with caps imposed on all other License types; and
- Expanding delivery hours to 7 a.m. to 11 p.m. under the Commission's regulations, subject to local restrictions.
- Within the adult-use cannabis industry, these changes specifically benefit Social Equity Program Participants (SEPs) and Economic Empowerment Applicants (EEAs), which have exclusive access to these license types.

935 CMR 500.140: Additional Operational Requirements for Retail Sale

(2) On-Premises Verification of Identification.

(d) A Marijuana **Retailer** that has entered into **Delivery Agreements with Delivery Licensees** for the purpose of transacting home deliveries to Consumers shall establish a **Pre-verification process** for Consumers who intend to place orders for delivery with the Marijuana Establishment. A Marijuana Retailer that holds more than one Marijuana Retailer license may establish a process to **share Pre-verification information about Consumers among their multiple locations** for the purpose of enabling deliveries from any licensed location operated by the Marijuana Retailer, provided however that information shall only be shared among locations upon the **affirmative election by a Consumer**. To comply with the requirements of Pre-verification, the Marijuana Establishment shall:

1. Require the Consumer to **pre-verify with the Marijuana Establishment either in person or through a Commission-approved electronic means** by presenting or submitting the Consumer's valid, unexpired government issued photo identification; and
2. **Examine the government-issued identification card** and verify that the individual Consumer presenting or submitting the government-issued identification card is the individual **Consumer that matches the government issued identification card** and that the individual **Consumer is 21** years of age or older.

(e) A Marijuana **Retailer shall collect and maintain relevant information** about the individual Consumer, **for the purpose of transacting a delivery** and ensuring that the recipient of a delivery under 935 CMR 500.145: Additional Operational Requirements for Delivery of Marijuana, Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods to Consumers is legally allowed to receive Marijuana and Marijuana Products, which **shall be limited to**:

1. The individual's **name**;
2. The individual's **date of birth**;
3. The individual's **address**;
4. The individual's primary **telephone number**; and
5. The individual's **email address**.

(f) Any such **information collected** by the Marijuana Establishment shall be **used solely for the purpose of transacting a delivery** under 935 CMR 500.145: Additional Operational Requirements for Delivery of Marijuana, Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods to Consumers and shall be otherwise **maintained confidentially**.

(16) Undeliverable Marijuana and Marijuana Products. Any Finished Marijuana Product that is undeliverable by a Marijuana Courier or is refused by the Consumer shall be **transported back to the originating Marijuana Retailer** that provided the product once all other deliveries included on a delivery manifest have been made. The Marijuana Retailer shall ensure that a Registered Marijuana Agent remains at the premises to receive any undeliverable Marijuana or Marijuana Product from a Marijuana Courier. A process for ensuring that undelivered Marijuana and Marijuana Products can be returned to the Marijuana Retailer by the Marijuana Courier shall be a term of the Delivery Agreement.

935 CMR 500.145: Additional Operational Requirements for Delivery of Marijuana, Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods to Consumers and as Permitted, to Patients or Caregivers

(1) General Requirements.

(a) For purposes of section 935 CMR 500.145, **Delivery Items** means Finished **Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods**.

(b) Pursuant to 935 CMR 500.105(4), a Delivery License or Delivery Endorsement is a necessary prerequisite for the delivery of Delivery Items directly to Consumers, and as permitted, Marijuana Couriers, to Patients or Caregivers. Applications for a Delivery License or Delivery Endorsement shall be in a form and manner to be determined by the Commission.

(c) Prior to commencing operations, Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements shall comply with all operational requirements imposed by:

1. 935 CMR 500.105;
2. 935 CMR 500.110 as applicable, including 935 CMR 500.110(8); and
3. 935 CMR 500.145.

(d) All **individuals delivering** for a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement directly to Consumers, and as permitted Patients or Caregivers, shall be employees of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and shall hold a **valid Marijuana Establishment Agent registration**.

(e) All **Marijuana and Marijuana Products** delivered by a Marijuana Courier shall be obtained from a **licensed Marijuana Retailer or MTC**. A Marijuana Courier may deliver Marijuana Establishment Branded Goods and MTC Branded Goods carrying the Marijuana Courier's brand or that of a licensed **Marijuana Retailer or MTC**. A Marijuana Courier may deliver Marijuana Accessories from a licensed Marijuana Retailer or MTC, or **acquire and deliver their own Marijuana Accessories**. A Marijuana Courier may not acquire electronic vape devices, hardware or batteries utilized in products that vaporize concentrates and oils, other than from a licensed Marijuana Retailer or MTC.

1. Marijuana Couriers shall only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer or MTC with which the Marijuana Courier has a Delivery Agreement.
2. All agreements between a Marijuana Courier and a Marijuana Retailer or MTC shall be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(b).
3. The Commission shall be notified in writing of any Substantial Modification to a Delivery Agreement.

(f) **Delivery Operators** shall only deliver **Finished Marijuana Products, Marijuana Accessories and Marijuana Establishment Branded Goods** carrying the Delivery Operator's brand or that of a licensed **Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative**. All Finished Marijuana Products delivered by a Delivery Operator Licensee shall be obtained from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and shall comply with 935 CMR 500.105(1)(e): Written Operating Procedures. **Delivery Operators may deliver Marijuana Establishment Branded Goods carrying the Delivery Operator's brand or that of a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative**.

1. A Delivery Operator shall only obtain Finished Marijuana Products for delivery from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which the Delivery Operator has a Wholesale Agreement.
2. All Wholesale Agreements between a Delivery Operator and a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative shall be subject to limitations on control over Licenses under 935 CMR 500.050(1)(b) and shall be subject to inspection and disclosure under 935 CMR 500.105(9): Recordkeeping.
3. The Commission shall be notified in writing of any Substantial Modification to a Wholesale Agreement.

(g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and Marijuana Retailer may use a **Third-party Technology Platform Provider** to facilitate orders by Consumers, and as permitted Patients or Caregivers.

1. All agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a **Third-party Technology Platform Provider** shall be submitted to the Commission prior to Final Licensure as part of the requirements for licensure in 935 CMR 500.101 and shall be subject to the control limitations under 935 CMR 500.050(1)(a).
2. The Commission shall be notified in writing within five days of the following:
 - a. Any Substantial Modification to an agreement.
 - b. Any new or additional or assigned agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a Third-party Technology Platform Provider.
3. Contracts between Delivery Licensees and Third-party Technology Platform Providers shall be negotiated at arm's length and entered into knowingly and willingly by both parties.
 - a. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall be transparent and shall describe the methodology for determining the placement of Delivery Licensees in search results.
 - b. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall define the fee structure for payment of services provided under the contract.
 - c. The terms of a contract between a Delivery Licensee and a Third party Technology Platform Provider shall include that the placement of Delivery Licensees in search results shall be based on objective, consumer-oriented criteria which may include, but shall not be limited to, time to deliver to the Consumer; Finished Marijuana Product price; and Finished Marijuana Product availability.
 - d. **Inducements intended to influence the placement of Delivery Licensees shall be strictly prohibited.** No Delivery Licensee shall directly or indirectly give, permit other people or entities to give, receive or otherwise accept, an Inducement in any effort to persuade or influence a Third-party Technology Platform Provider to list any particular Delivery Licensee, brand or kind of Finished Marijuana Product, or to persuade or influence a Third-party Technology Platform Provider from listing any particular Delivery Licensee, brand or kind of Finished Marijuana Product.
 - e. Advertising by a Delivery Licensee on a Third-party Technology Platform Provider shall not be considered to be an Inducement, provided:
 - i. The contract terms for Advertising clearly state that the decision by a Delivery Licensee to advertise or not to advertise on a Third-party Technology Platform Provider shall not influence the placement of that Delivery Licensee in search results.
 - ii. Any advertisement shall include a clear and conspicuous disclosure on the face of the advertisement that it is paid Advertising.
 - iii. No Delivery Licensee may advertise or market Marijuana or Marijuana Products in conjunction with a Third-party Technology Platform Provider outside of the technology platform, and shall ensure that the Third-party Technology Platform Provider does not use the Delivery Licensee's license number, legal business name or Brand Name on any advertisement or marketing that primarily promotes the services of the technology platform.
4. A Delivery Licensee, in its engagement with a Third-party Technology Platform Provider shall ensure compliance with the consumer and patient protection standards established by G.L. c. 94G and c. 94I and the associated regulations, including, but not limited to 935 CMR 500.820: Confidentiality and 501.820: Confidentiality, and other applicable state laws.
5. A Delivery Licensee shall ensure minimum identifying information regarding the Delivery Licensee and its products, including but not limited to the Delivery Licensee's business name and license number, and as specified by the Commission, is on its menu and any receipt provided to Consumers placing an order for Marijuana and Marijuana Products through the technology platform.

(h) The **maximum retail value** of Marijuana or Marijuana Products allowed in a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement's vehicle at any one time shall be **\$10,000** and **each Marijuana Product shall be associated with a specific Individual Order**. For purposes of this provision, "maximum retail value" shall mean the aggregate value of Marijuana and Marijuana Products as priced on the day of the order for delivery.

(i) All Marijuana and Marijuana Product deliveries shall be **tracked using the Seed-to sale** SOR as designated by the Commission.

(j) **Records of sales** of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement, but may not be tracked in the Seed-to-sale SOR.

(k) For non-Marijuana or non-Marijuana Product sales, a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall comply with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

(l) **Deliveries** by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be **geographically limited** to:

1. The municipality identified as the Marijuana Establishment License's place of business;
2. Any municipality which allows for retail within its borders whether or not one is operational; or
3. Any municipality which after receiving notice from the Commission, has **notified the Commission that delivery may operate within its borders**.

(m) **Limitations on the time for delivery** shall comply with all municipal bylaws and ordinances, provided however, that all deliveries shall be **completed before 9:00 P.M.** local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and **deliveries may not occur between the hours of 9:00 P.M. and 8:00 A.M.**, unless otherwise explicitly authorized by municipal bylaw or ordinance.

(n) Every effort shall be made to **minimize the amount of cash carried** in a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement vehicle at any one time. Marijuana Retailers utilizing a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement for **Consumer transactions shall use best efforts to implement platforms for the electronic payment of funds**. Where cash is carried by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle, **cash shall be stored in a locked compartment**.

(o) Delivery Licensees and Marijuana Establishments with a Delivery Endorsement shall comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.

- (p) In addition to complying with 935 CMR 500.105(4), a Delivery Licensee shall include on any website it operates or that operates on its behalf the license number(s) issued by the Commission.
- (q) In addition to complying with 935 CMR 500.105(4), a Marijuana Establishment with a Delivery Endorsement shall include on any website it operates or that operates on its behalf the endorsement number(s) issued by the Commission.

(2) Orders Fulfilled by Marijuana Couriers. All orders for deliveries made by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall comply 935 CMR 500.145(1)(e) and the following requirements:

- (a) **Orders for home delivery shall be received by a Marijuana Retailer** and transmitted to a Marijuana Courier for delivery to a Residence.
- (b) **Only Marijuana Products that are Shelf-stable may be delivered.** Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement.
- (c) A Marijuana Courier or Marijuana Establishment with a Delivery Endorsements shall **deliver only to the Residence address provided**. A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall be **prohibited from delivering to college- or university-designated dormitories or housing; and federal public housing** identified at <https://resources.hud.gov/>.
- (d) A Marijuana Courier shall only **acquire from a Marijuana Retailer and deliver Marijuana or Marijuana Products for which a specific order has been received** by a licensed Marijuana Retailer with which the Marijuana Courier has a Delivery Agreement. A Marijuana Courier is **prohibited from delivering Marijuana or Marijuana Products without a specific order** destined for an identified Residence. An order may be generated directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).
- (e) A Marijuana Establishment with a Delivery Endorsement **shall only acquire from its inventory** at the Marijuana Establishment premises and deliver Marijuana or Marijuana Products for which **a specific order has been received**. Marijuana Establishments with a Delivery Endorsement are **prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence**. An order may be generated directly through a Marijuana Establishments with a Delivery Endorsement or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).
- (f) Delivery Licensees or a Marijuana Establishments with a Delivery Endorsements are prohibited from delivery of more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An **Individual Order may not exceed two ounces of Marijuana** or its dry-weight equivalent. The Individual Order shall **only be delivered to the individual Consumer identified** on the order after **verification of the individual's identity** consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(4). A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall only deliver **one Individual Order, per Consumer, during each delivery**.
- (g) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement **may not deliver to the same Consumer at the same Residence more than once each calendar day** and only during authorized delivery hours.
- (h) For home delivery, each order **shall be packaged and labeled** in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by the Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to the Consumer.
- (i) Any **Delivery Item that is undeliverable or is refused** by the Consumer shall be **transported back to the originating Marijuana Establishment** that provided the product once all other deliveries included on a delivery manifest have been made. A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement **is prohibited from maintaining custody overnight of Marijuana or Marijuana Products intended for delivery**. It shall be the responsibility of the Marijuana Courier or Marijuana Establishment with a Delivery Endorsement, in conjunction with the Marijuana Retailer with which there is a Delivery Agreement, **to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by the Marijuana Courier** or Marijuana Establishment with a Delivery Endorsement. A process for ensuring that undelivered Marijuana and Marijuana Products can be returned to the Marijuana Retailer by the Marijuana Courier shall be a term of the Delivery Agreement.

(3) Orders Fulfilled by Delivery Operators. All orders for deliveries made by a Delivery Operator shall comply with 935 CMR 500.145(1)(f) and the following requirements:

- (a) Orders for home delivery by a Delivery Operator shall be received by the Delivery Operator.
- (b) **Only Finished Marijuana Products that are Shelf-stable may be delivered.** Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Delivery Operator.
- (c) A Delivery Operator shall **deliver only to the Residence address provided**. A Delivery Operator shall be **prohibited from delivering to college- or university designated dormitories or housing; and federal public housing** identified at <https://resources.hud.gov/>.
- (d) A Delivery Operator **shall only acquire from its inventory** at its Warehouse and deliver Finished Marijuana Products **for which a specific order has been received** by the Licensee. Delivery Operators are prohibited from loading a delivery vehicle for deliveries and delivering Finished Marijuana Products without a specific order destined for an identified

Residence. An order may be generated directly through a Delivery Operator or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).

(e) Delivery Operators are **prohibited from delivery** of more Finished Marijuana Products to an individual Consumer than the **individual possession amounts** authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order **may not exceed two ounces of Marijuana** or its dry-weight equivalent. The Individual Order **shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent** with the requirements of 935 CMR 500.145(5). A Delivery Operator **shall only deliver one Individual Order, per Consumer, during each delivery.**

(f) A Delivery Operator **may not deliver to the same Consumer at the same Residence more than once each calendar day** and only during authorized delivery hours.

(g) Prior to fulfilling an Individual Order for delivery to a Consumer, each Finished Marijuana Product shall be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) before transportation by the Delivery Operator.

(h) Any Delivery Item that is **undeliverable or is refused by the Consumer shall be transported back to the originating Delivery Operator's Warehouse** that provided the product once all other deliveries included on a delivery manifest have been made.

(4) Marijuana Courier Consumer Age Verification.

(a) A Marijuana Retailer shall require any **Consumer making a purchase** for delivery by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to **have the valid government-issued identification card** a Consumer intends to use to **verify her or his age at the time of delivery examined and authenticated** by the Marijuana Retailer **prior to the first Individual Order.**

(b) **Pre-verification of the Consumer's identification** shall be **performed prior to the initial delivery**, by using one of the following Pre-verification methods:

1. **In-person** at the Marijuana Retailer's physical location **or through a Commission approved electronic means**, which may include a **Commission approved Third-party Technology Platform**, and shall **include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth** in accordance with 935 CMR 500.140(2)(d). A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement is **prohibited from performing a delivery** to any Consumer who has **not established an account for delivery through Pre-verification** of the Consumer's government-issued identification card by the Marijuana Retailer; or
2. **Through a Commission-approved electronic means** and shall **include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth.** A Marijuana Establishment with a Delivery Endorsement is **prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification** of the Consumer's government-issued identification card.

(c) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement **may not deliver Delivery Items to any Person other than the Consumer who ordered the Delivery Items.**

(d) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall **verify the age and identity of the Consumer at the time at which the Delivery Items are delivered** to the Consumer at a Residence to **ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old.** Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall **verify that the government-issued identification card of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:**

1. **Viewing the government-issued identification** as provided for Pre-verification under 935 CMR 500.145(4)(a);
2. **Viewing proof of order** generated at the time of order; and
3. Receiving the **signature of the Consumer** who ordered the Delivery Items and **verifying that the signature matches the government-issued photo identification card presented.**

(5) Delivery Operator Consumer Age Verification.

(a) A Delivery Operator shall require any Consumer making a purchase for delivery to have the **valid government-issued identification card** a Consumer intends to use to verify her or his age at the time of delivery **examined and authenticated** by the Delivery Operator **prior to the first Individual Order.**

(b) **Pre-verification of the Consumer's identification** shall be **performed prior to the initial delivery through a Commission approved electronic means**, which may include a **Commission-approved Third-party Technology Platform**, and shall **include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth.**

(c) A Delivery Operator may **not deliver Finished Marijuana Products to any Person other than the Consumer who ordered the Finished Marijuana Product.**

(d) A Delivery Operator shall **verify the age and identity of the Consumer at the time at which the Finished Marijuana Products are delivered** to the Consumer at a Residence to ensure that Finished Marijuana Products are **not delivered to individuals younger than 21 years old.** Prior to relinquishing custody of the Finished Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall **verify that the government-issued identification card of the Consumer receiving the Finished Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:**

1. **Viewing the government-issued identification** as provided for Pre-verification under 935 CMR 500.145(5)(a);
2. **Viewing proof of order** generated at the time of order; and

3. Receiving the **signature of the Consumer** who ordered the Delivery Items and **verifying that the signature matches** the government-issued photo identification card presented.

(6) Vehicle and Transport Requirements for Home Delivery.

- (a) Vehicles used for home delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be **owned or leased by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement**, shall be **properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts**.
- (b) Vehicles used for home delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **may be parked overnight at the address identified as the Licensee's place of business or another location**, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.
- (c) Vehicles used for delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall carry **liability insurance in an amount not less than \$1,000,000** combined single limit.
- (d) Any vehicle used to transport or deliver Marijuana or Marijuana Products shall comply with applicable Massachusetts Registry of Motor Vehicles (RMV) requirements but **may not include any additional external marking that indicate the vehicle is being used to transport or deliver Marijuana or Marijuana Products**.
- (e) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements transporting Marijuana and Marijuana Products for home delivery shall ensure that all vehicles used for deliveries are **staffed with a minimum of two Marijuana Establishment Agents**. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.
- (f) Marijuana and **Marijuana Products must not be visible from outside the vehicle**.
- (g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall transport Marijuana and Marijuana Products in a **secure, locked storage compartment** that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8): Security Requirements for Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement Operations.
- (h) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain, in each vehicle used for deliveries, a **secure, locked storage compartment for the purpose of transporting and securing cash used as payment**. This compartment shall be separate from compartments required under 935 CMR 500.145(5)(h) for the transport of Marijuana and Marijuana Products.
- (i) In the case of an **emergency stop during the transportation** of Delivery Items, **a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle**. The Marijuana Establishment Agents in the vehicle shall provide notice of the location of the stop and employ best efforts to remain in contact with the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement.
- (j) The Marijuana Establishment Agents transporting Delivery Items for home delivery shall **contact the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement fixed location when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes**.
- (k) The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain a separate log for each vehicle in use for home deliveries. **For each delivery**, the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **shall record**:
 - 1. The location of the originating Marijuana Establishment and **date and time the vehicle leaves the location**;
 - 2. The **mileage** of the transporting vehicle **at departure** from the Marijuana Establishment **mileage on arrival at each Consumer destination, and mileage on return** to the Marijuana Establishment;
 - 3. The **date and time of departure** from the Marijuana Establishment and **arrival at each Consumer destination for each delivery**; and
 - 4. An entry indicating the **date and time of the last delivery in an order**.
- (l) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall ensure that all delivery routes **remain within the Commonwealth of Massachusetts** at all times.
- (m) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall make every effort to **randomize its delivery routes**.
- (n) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements **may not transport products other than Delivery Items** during times when the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements are performing home deliveries.
- (o) **Firearms are strictly prohibited** from Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicles and from Marijuana Establishment Agents performing home deliveries.

(7) Manifests.

- (a) **Every home delivery shall have a manifest** produced by the originating Marijuana Establishment. A Marijuana **Retailer shall provide the manifest** to the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement. A **Delivery Operator shall produce its manifests**. A manifest shall be completed **in duplicate**, with the **original manifest remaining at the premises of the originating Marijuana Establishment**, whether it is a Marijuana Retailer or a Delivery Operator, and a **copy to be kept** with the Delivery Licensee agent or a Marijuana Establishment with a Delivery Endorsement **agent during the delivery**. The **manifest shall be signed by the Consumer**, and as applicable Patient or Caregiver receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement. **A signed manifest shall serve as the written record of the**

completion of the delivery. A manifest does not need to include Marijuana Accessories or Marijuana Establishment Branded Goods; however, the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall maintain a record of the sale of all Delivery Items.

(b) The manifest shall, at a minimum, include:

1. The **originating Marijuana Retailer's or Delivery Operator's name, address, and License number;**
2. The **name and License number** of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement performing the home delivery;
3. **The names and Marijuana Establishment Agent numbers** of the Marijuana Establishment Agents performing the delivery;
4. **The Consumer's, Patient's or Caregiver's name and address;**
5. A **description of the Marijuana or Marijuana Products** being transported, including the **weight and form or type of product;**
6. **Signature lines for the agents** who transported the Marijuana or Marijuana Products;
7. A **signature line for Consumer, Patient or Caregiver** who receives the Marijuana or Marijuana Products; and
8. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement **vehicle make, model, and license plate number.**

(c) The manifest shall be maintained within the vehicle during the entire transportation process, **until all the deliveries are completed.**

(d) A Marijuana Establishment shall retain all transportation manifests for no less than one year and make them available to the Commission on request.

935CMR 500.146 Additional Operational Requirements for Marijuana Delivery Operators

(1) Warehousing.

(a) A Delivery Operator shall operate a Warehouse for the storage of Finished Marijuana Products and preparation of Individual Orders for Delivery.

(b) Warehouses shall comply with all applicable requirements of 935 CMR 500.110: Security Requirements for Marijuana Establishments.

(c) Warehouses shall comply with all requirements of 935 CMR 500.105(11): Product Storage.

(d) Warehouses shall incorporate a sally port or loading area immediately adjacent to the Warehouse that enables the transfer of Finished Marijuana Products into a vehicle for delivery.

(2) Limitation on Sales.

(a) In accordance with M.G.L. c. 94G, § 7, a Delivery Operator may not knowingly sell more than two ounces or its combined dry weight equivalent in Finished Marijuana Products to Consumers per day.

1. **Two ounces of Marijuana flower** shall be equivalent to **10 grams** of active tetrahydrocannabinol (THC) in Marijuana **concentrate** including, but not limited to, Tinctures.
2. Two ounces of Marijuana flower shall be **equivalent to one thousand milligrams** of active tetrahydrocannabinol (THC) in **Edibles**.
3. **Topicals and ointments shall not be subject to a limitation on daily sales.**

(b) A Delivery Operator may not sell Finished Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4): Dosing Limitations; and

(c) A Delivery Operator shall demonstrate that it has a point-of-sale system that does not allow for a transaction in excess of the limit established in 935 CMR 500.146 (1)(a) or the potency levels established in 935 CMR 500.146(1)(b).

(3) Unauthorized Sales and Right to Refuse Sales or Delivery.

(a) A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to any Consumer who is unable to produce valid proof of government-issued identification.

(b) A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to a Consumer if, in the opinion of the Marijuana Establishment Agent based on the information available to the agent at that time, the Consumer or the public would be placed at risk. This includes, but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion.

(c) A Delivery Operator may not sell or deliver to an individual more than two ounces or its dry weight equivalent in Finished Marijuana Products per transaction. A Delivery Operator may not knowingly sell or deliver to an individual more than two ounces or its dry weight equivalency in Finished Marijuana Products per day.

(d) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing nicotine, if sales of tobacco or cigarettes would require licensure under state law.

(e) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

(4) Recording Sales.

(a) A Delivery Operator shall only utilize a point-of-sale system approved by the Commission, in consultation with the DOR.

(b) A Delivery Operator may utilize a sales recording module approved by the DOR.

(c) A Delivery Operator is prohibited from utilizing software or other methods to manipulate or alter sales data.

(d) A Delivery Operator shall **conduct a monthly analysis** of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. A Delivery Operator **shall maintain records that it has performed the monthly analysis and produce it on request to the Commission**. If a Delivery Operator determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. It shall immediately disclose the information to the Commission and DOR;
2. It shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the Commission to comply with 935 CMR 500.105: General Operational Requirements for Marijuana Establishments.

(e) A Delivery Operator shall comply with 830 CMR 62C.25.1: **Record Retention** and DOR Directive 16-1 regarding recordkeeping requirements.

(f) A Delivery Operator shall adopt **separate accounting practices** at the point of sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.

(g) The Commission and the DOR **may audit and examine the point-of-sale system** used by a Delivery Operator in order to ensure compliance with Massachusetts tax laws and 935CMR500.140(5): Recording Sales.

(5) Consumer Education. A Delivery Operator shall make available **educational materials** about Finished Marijuana Products to Consumers. A Delivery Operator shall have an adequate supply of **current educational material available for distribution**. Educational materials shall be **available in commonly spoken languages** designated by the Commission, which will include, but not be limited to, **appropriate materials for the visually- and hearing-impaired**. Such materials shall be made available for inspection by the Commission on request. If there is a failure to provide these materials, a licensee may be subject to disciplinary action under 935 CMR 500.000. The **educational material shall include at least the following**:

- (a) A **warning that Marijuana has not been analyzed or approved by the FDA**, that there is limited information on **side effects**, that there **may be health risks** associated with using Marijuana, and that it should be **kept away from children**;
- (b) A **warning that when under the influence of Marijuana, driving is prohibited** by M.G.L. c. 90, § 24, and **machinery should not be operated**;
- (c) **Information to assist in the selection** of Finished Marijuana Products, **describing the potential differing effects of various strains** of Marijuana, as well as **various forms and routes of administration**;
- (d) **Materials offered to Consumers to enable them to track the strains used and their associated effects**;
- (e) Information describing **proper dosage and titration for different routes** of administration. Emphasis shall be on **using the smallest amount possible to achieve the desired effect**. The impact of **potency shall also be explained**;
- (f) A discussion of **tolerance, dependence, and withdrawal**;
- (g) Facts regarding **substance use disorder signs and symptoms**, as well as referral information for substance use disorder treatment program, and the telephone number for the Massachusetts Substance Use Helpline;
- (h) A statement that **Consumers may not sell** Finished Marijuana Products to any other individual;
- (i) **Information regarding penalties** for possession or distribution of Marijuana in violation of Massachusetts law; and
- (j) Any other information required by the Commission.

(6) Testing. No Finished Marijuana Product may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000: Adult Use of Marijuana. The **product shall be deemed to comply** with the standards required under 935 CMR 500.160: **Testing of Marijuana and Marijuana Products**.

- (a) **Potency levels** derived from the Cannabinoid Profile, **including the amount of delta nine-tetrahydrocannabinol (Δ 9-THC) and other Cannabinoids**, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.

(7) White Labeling. The Licensee engaged in the White Labeling of Finished Marijuana Products **shall comply with the labeling and packaging requirements** under 935 CMR 500.105(5): Labeling of Marijuana and Marijuana Products and 935 CMR 500.105(6): Packaging of Marijuana and Marijuana Products prior to delivery to Consumers.

- (a) The **Wholesale Agreement** between a Delivery Operator and the Marijuana Establishment from which they are wholesaling shall **clearly indicate** whether the **Delivery Operator or the Marijuana Establishment licensee from which the Finished Marijuana Product(s) are being wholesaled shall be responsible for White Labeling on behalf of the Delivery Operator**.
- (b) The Delivery Operator shall **notify the Commission within twenty-one (21) days of any Substantial Modification to a Wholesale Agreement** that alters which Licensee has responsibility for White Labeling on behalf of the Delivery Operator. A **Licensee shall obtain the written authorization of the Commission prior to commencing White Labeling**.
- (c) The Delivery Operator may submit the label to be used for White Labeling to the Commission in accordance with 935 CMR 500.105(7): Packaging and Labeling Preapproval.

(8) Product Database. A Delivery Operator that purchases any Wholesale Finished Marijuana Products from a licensed Marijuana Cultivator, Microbusiness or Craft Marijuana Cooperative for the purpose of delivery to Consumers, whether White Labeled or not, **shall provide the Commission with information to populate the Product Database**. A Delivery Operator that

purchases wholesale Finished Marijuana Products from a licensed Marijuana Product Manufacturer for the purpose of White Labeling and sale to Consumers **shall provide the Commission with information to populate the Product Database**. Product Database information for Finished Marijuana Products purchased at Wholesale from Product Manufacturers that are not White Labeled shall remain the responsibility of the Product Manufacturer under 935 CMR 500.130(6): Product Database.

(a) **The Delivery Operator shall provide the following:**

1. A **photograph** of a Finished Marijuana Product **outside of but next to the Marijuana Product's packaging**, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g., a single serving is a 1" x 1" square);
2. A **photograph** of the **Marijuana Product inside packaging**; and
3. The **name of the Product Manufacturer** that produced the Marijuana Product.

(b) Photographs submitted shall be electronic files in a JPEG format with a minimum photo resolution of 640 x 480 and print resolution of 300 DPI. **Photographs shall be against a white background.**

(c) A Delivery Operator shall provide the information required under 935 CMR 500.146(7)(a) for each Finished Marijuana Product it offers for sale and delivery prior to the product being made available for sale and shall update the information whenever a substantial change to packaging or label of the Finished Marijuana Product occurs. For purposes of this section, a substantial change shall be a change to the physical attributes or content of the package or label.

(9) In addition to the written operating policies required under 935 CMR 500.105(1): Written Operating Procedures, a Delivery Operator **shall maintain written policies and procedures which shall include:**

(a) **Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples** that the Delivery Operator receives from a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness or a Craft Marijuana Cooperative; and

(b) **Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator provides to employees** for the purpose of assessing product quality and determining whether to make the product available to sell.

(10) Vendor Samples.

(a) A Delivery Operator **may receive a Vendor Sample of Marijuana flower** from a Marijuana Cultivator pursuant to 935 CMR 500.120(13): Vendor Samples. A Delivery Operator **may also receive a Vendor Sample of Marijuana Product from a Marijuana Product Manufacturer** pursuant to 935 CMR 500.130(7). Receipt of a Vendor Sample under this subsection shall not be considered a prohibited practice under 935 CMR 500.105(4)(b)6.

(b) **Vendor Samples may not be sold** to another licensee or Consumer.

(c) A Delivery Operator **may provide the Vendor Samples** it receives from a Marijuana Cultivator or a Marijuana Product Manufacturer **to its Employees** for the purpose of assessing product quality and determining whether to make the product available to sell the product. Vendor Samples **may not be consumed on any licensed Premises**.

(d) **Vendor Sample limits.** A Marijuana Delivery Operator is limited to providing the following aggregate amounts of Vendor Samples to all Employees in a calendar month period:

1. **Four grams per strain of Marijuana flower** and **no more than seven strains** of Marijuana flower;
2. **Five grams of Marijuana concentrate** or extract, including but not limited to Tinctures;
3. **Five hundred milligrams of Edibles** whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
4. **Five units of sale per Cannabis product line** and **no more than six individual Cannabis product lines**. For purposes of 935 CMR 500.146(12), a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

(e) Upon **providing a Vendor Sample** to an employee, the Delivery Operator **shall record:**

1. The **reduction in quantity** of the total weight or item count under the unique alphanumeric identifier **associated with the Vendor Sample**;
2. The **date and time** the Vendor Sample was **provided to the Employee**;
3. The **agent registration number of the employee receiving the Vendor Sample**; and
4. The **name of the Employee** as it appears on their agent registration card.

(f) All Vendor Samples provided by a Delivery Operator to its employees **shall also be entered into the point-of-sale system and shall count against the individual employee's daily purchase limit**, if applicable, consistent with 935 CMR 500.146(2): Limitation on Sales.

(11) Sale of Marijuana Vaporizer Devices.

(a) A Marijuana Delivery Operator offering Marijuana Vaporizer Devices for sale to Consumers **shall include a conspicuous and prominently displayed statement on its website**, that is legible and enlarged and contains the following statements:

1. "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. **WARNING:** Vaporizer Devices may contain ingredients harmful to health when inhaled."
2. "Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer."

(b) A Delivery Operator **shall provide a physical insert** to Consumers that accompanies all purchased and delivered Marijuana Vaporizer Devices that states, including capitalization and emphasis, the following:

"Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. **WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled.**"

- (c) The **sale of disposable and reusable vaporizer pens and devices** shall be **accompanied by a product insert identifying the materials used in the vaporizer device's atomizer coil** (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material), and manufacturer identification of the device hardware, cartridge, battery and other components;
- (d) A Delivery Operator shall make available the information contained in 935 CMR 500.105(5)(c)(6) in the product description as part of any product list posted on the Delivery Operator's website or Third-party Technology Platforms or applications employed for delivery.
- (e) A Delivery Operator shall retain all records of purchases from any Product Manufacturer or supplier of any ingredient, additive, device, component part or other materials provided to the Delivery Operator about Marijuana Vaporizer Devices sold by licensees. Such records shall be made available to the Commission upon request.