

UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION

MEMORANDUM OF AGREEMENT

I. Background and Purpose

1. This Memorandum of Agreement (MOA) is between the Department of Justice, Drug Enforcement Administration (DEA), and Church of Gaia (COG or Petitioner).
2. Petitioner has applied for an exemption to the Controlled Substances Act (CSA) and DEA regulations in light of the Religious Freedom Restoration Act (RFRA) in order to be registered as an importer of *psychotria viridis*, which contains the hallucinogen dimethyltryptamine (“DMT”) (Drug Code: 7435), a Schedule I controlled substance. Petitioner will import *psychotria viridis* to the United States (U.S.) from a supplier in Peru.
3. Petitioner has also applied for an exemption to manufacture ayahuasca for sacramental uses. Petitioner will manufacture ayahuasca, which contains DMT, by combining the *psychotria viridis* with another plant, the *banisteriopsis caapi* vine.
4. Petitioner is seeking to be registered at the following address: Ceremonial Site - Redacted for Privacy
[Redacted]
5. COG was officially established in the state of Washington as a non-profit corporation on May 3, 2022. COG considers itself as a religious organization that uses the controlled substance ayahuasca as its sacrament. COG consists of 20 approved members, and 20 individuals are awaiting interviews for potential membership. Personally Identifiable Information (PII)
[Redacted]
6. Connor Lee Mize is Founder and Church Leader of COG. Personally Identifiable Information (PII)
[Redacted] Connor Mize has earned an Associate Degree in Automotive Technology and an Associate Degree in Nursing. Connor Mize is a registered nurse credentialed
Personally Identifiable Information (PII)
[Redacted]
7. Connor Mize will be responsible for the import, receipt, storage, disposal, inventory, and recordkeeping requirements of the *psychotria viridis*.
8. Connor Mize will be responsible for the manufacture, distribution, security, disposal, inventory, and recordkeeping requirements of the ayahuasca. The ayahuasca will be manufactured through a brewing process Proprietary Religious Practices *psychotria viridis* in powdered form obtained from its dried leaves with Proprietary Religious Practices *banisteriopsis caapi* vine in the form of paste
Proprietary Religious Practices
[Redacted]
9. COG’s ceremonial services will be held approximately twice a month in a roughly 20-foot × 20-foot Marquee style tent mounted in a valley within the property located at Ceremonial Site - Redacted for Privacy Ceremonies will be held at the registered location unless under circumstances permitted under the provisions of Paragraph 28 of this MOA.

10. Connor Mize, Shaleesa Mize, and ceremonial leaders will personally transport the approximate quantity of ayahuasca needed for the ceremony. Per COG's current policies, only a maximum of 10 members per two facilitators can receive the ayahuasca sacrament per ceremony. The amount of ayahuasca tea to be manufactured for each individual ceremony will be based on the number of ceremony participants. The number of participants per ceremony will not exceed the total number of current and potential members set forth in Paragraph 5.
11. To practice its sincere religious beliefs, Petitioner is seeking to be exempted from certain security and recordkeeping provisions under the CSA and its implementing regulations contained in Title 21 Code of Federal Regulations (CFR) Parts 1300 – 1318, which apply to DEA registrants.
12. DEA has agreed to grant Petitioner an importer DEA Certificate of Registration for the importation of *psychotria viridis* and a bulk manufacturer DEA Certificate of Registration for the manufacture of ayahuasca, with the following listed exemptions from certain registration, security and recordkeeping requirements under the CSA and its implementing regulations, provided that Petitioner agrees to the terms within this MOA.
 - i. DEA agrees not to require Petitioner to obtain a separate distributor DEA Certificate of Registration at the registered location for incidental distribution activities of the ayahuasca for sacramental use in ceremonies.
 - ii. DEA agrees not to enforce upon Petitioner DEA regulations applicable to distributors, except as provided by this Agreement in Section IV (E) and (H).
 - iii. DEA agrees to enforce upon Petitioner only the specific physical security measures described in 21 CFR 1301.72(a) and (d) as set forth in this Agreement. Petitioner will not be required to install and maintain these aforementioned physical security requirements at incidental location(s) (i.e., ceremonial place(s)) that do not store the controlled substance(s), but Petitioner shall maintain adequate controls at incidental location(s) to prevent diversion.
 - iv. DEA agrees to exempt Petitioner of all registration fees required under its regulations implementing the CSA.
13. This MOA's purpose is to outline how DEA and Petitioner agree to carry out these necessary and important functions to further any compelling governmental interest and to avoid unnecessary and substantial burden on Petitioner's sincere religious exercise. DEA will provide Petitioner with the Certificates of Registration (COR) and COR numbers after the execution of this Agreement.

II. Authority

- (a) Religious Freedom Restoration Act.
- (b) The Controlled Substances Act, 21 United States Code (U.S.C.) 801 et seq.
- (c) DEA Regulations, 21 CFR Parts 1300 – 1318.

III. Definitions of Terms Used in This MOA

14. Definitions contained in the CSA at 21 U.S.C. 802 and DEA regulations at 21 CFR 1300.01 are incorporated into this MOA.

15. For purposes of this MOA, “ayahuasca” is defined as a traditional Amazonian decoction, with psychoactive properties manufactured from the bark of the *banisteriopsis caapi* vine (containing beta-carboline alkaloids) and leaves of the *psychotria viridis* (supplying the hallucinogen N, N-dimethyltryptamine, DMT). Manufactured ayahuasca is a Schedule I controlled substance under the CSA. Ayahuasca is traditionally used as a ceremonial or shamanic spiritual medicine among the indigenous peoples of the Amazon basin, and more recently in North America and Europe.
16. *Psychotria viridis*, a shrub classified under the *Rubiaceae* plant family, is one of the plants frequently used as an admixture to synergize with the effects of *banisteriopsis caapi* in the ayahuasca drink. *Psychotria viridis* contains the hallucinogenic – or entheogenic – indole alkaloid DMT in levels varying from 0.1% to 0.66% of dried weight. Due to its content of DMT, *psychotria viridis* is a Schedule I controlled substance under the CSA.
17. DMT is a substituted tryptamine that occurs in plants and animals, including humans, and which is both a derivative and structural analogue of tryptamine. DMT is used as a psychedelic drug and prepared by various cultures for ritual purposes as an entheogen. The CSA classifies DMT as a Schedule I controlled substance under drug code number 7435.

IV. General Provisions

18. This Agreement shall not be construed to bar the U.S. Government, or any of its agents or agencies, departments, components, or other subparts, from exercising any of its law enforcement authority to ensure that Petitioner’s activities fully comply with U.S. law, except to the extent provided in this Agreement. Subject to the terms and conditions set forth in this Agreement, DEA, their agencies, agents, employees, and those persons under their control will not apply or enforce the CSA or its implementing regulations governing the legal importation, manufacture, and distribution of DMT, a Schedule I substance, in a way that would violate Petitioner’s rights under RFRA or the First Amendment to the United States Constitution.
19. This Agreement permits Petitioner to import, receive, distribute, securely store, and dispose of the *psychotria viridis* solely for Petitioner’s religious purposes. In addition, this Agreement permits Petitioner to manufacture, distribute, securely store, and dispose of ayahuasca solely for Petitioner’s religious purposes. Petitioner may not conduct any of these activities for non-religious purposes, including, but not limited to, medicinal, pecuniary, or recreational purposes. Petitioner may not use DEA Certificate(s) of Registration subject to this Agreement to import, receive, manufacture, distribute, store, or use any other controlled substance.
20. Petitioner will account for the *psychotria viridis* which they import into the U.S. until its ultimate use or disposal and cooperate with DEA’s verification efforts and procedures, as described below.
21. Petitioner will account for the ayahuasca which they manufacture in the U.S. until its ultimate use or disposal and cooperate with DEA’s verification efforts and procedures, as described below.

A. Issuance and Renewal of DEA Certificate(s) of Registration

22. The registered location of Petitioner will maintain the DEA Certificate(s) of Registration applicable to the authorized handling of the Schedule I controlled substance DMT for religious purposes.

23. The Petitioner will be authorized through its importer DEA Certificate of Registration to import the *psychotria viridis*, which contains the Schedule I controlled substance dimethyltryptamine (“DMT”), as described in 21 CFR 1312.11 – 1312.19.
24. Petitioner will advise the local DEA Field Office whenever there is a change with the foreign country of initial exportation or with its consignor shipping the *psychotria viridis* plant materials containing DMT to Petitioner through its import DEA Certificate of Registration.
25. Petitioner will be issued a bulk manufacturer DEA Certificate of Registration for the receipt of the *psychotria viridis* from Petitioner’s importer DEA Certificate of Registration and for the manufacturing processes for ayahuasca authorized under the terms of this MOA.
26. Distribution will be allowed as a coincident activity of both manufacturing and importing, as described in 21 CFR 1301.13(e)(1)(i) and 21 CFR 1301.13(e)(1)(viii).
27. Petitioner will not be required to obtain a separate distributor DEA Certificate of Registration for distribution of ayahuasca for sacramental use at the specific ceremonial location(s) benefiting of that exemption, provided that Petitioner abides by the security requirements allowed under the terms of its registrations and this MOA. Petitioner is required to apply with DEA for any further distribution other than that set forth in this MOA.
28. Except as set forth below, Petitioner will submit DEA application(s) for registration(s) for each physical location where *psychotria viridis* will be imported, received, stored, and distributed. Petitioner will also submit DEA application(s) for registration(s) for each physical location where ayahuasca will be manufactured, stored, and distributed. Petitioner acknowledges that, as registrants, they must apply to modify their registration before a physical location changes. *See* 21 CFR 1301.51. Petitioner will also notify the local DEA Field Office of any change in location incidental to the distribution of ayahuasca as a coincident activity of a registration.
29. In applying for a DEA Certificate of Registration and filling out DEA Form 225, pursuant to 21 CFR 1301.13(i), Petitioner may consider the word “business” on the relevant DEA application form to mean “activities of a religious entity” involving controlled substances if the activities have been specified as such in the petition, or it is known at the signing of this MOA that the connected application pertains to the import and distribution of *psychotria viridis*, and to the manufacture and distribution of ayahuasca only for religious purposes.
30. Whenever the DEA application form asks for information pertaining to any “officer, partner, stockholder or proprietor,” Petitioner shall supply all names of its officers, as specified in the records of the state in which Petitioner is incorporated at the time of the application for registration.
31. If the import or bulk manufacture registration is set to expire, and Petitioner has timely submitted a renewal application that is still being processed by the DEA, Petitioner is allowed to continue to operate on a day-by-day basis until the registration is renewed in accordance with 21 CFR 1301.36(i).
32. DEA, upon receipt of a complete DEA application, will conduct the initial on-site inspection of each new location for which Petitioner seeks a DEA Certificate of Registration. DEA will not deny Petitioner’s application(s) for DEA Certificate(s) of Registration, renewal of registration(s), or import permits solely on the ground that the sacramental use of ayahuasca constitutes a basis for denial. DEA agrees not to enforce the provisions of 21 CFR 1301.34(a), (b)(6), (d), (e), (f),

1301.35(b), Part 1303, and 21 CFR 1304.33, and 1312.13(a) against Petitioner for the sacramental use of ayahuasca, so long as Petitioner remains a DEA registrant.

33. DEA may, pursuant to 21 CFR 1301.15, make a reasonable request for additional information that DEA needs to process Petitioner's DEA application(s). If Petitioner desires to continue the processing of its application(s), Petitioner should timely provide such information, in writing, and no later than 60 days of the date of DEA's written request. If Petitioner fails to timely provide a written response, DEA will consider the application for the registration to be withdrawn, in accordance with 21 CFR 1301.16(b).
34. DEA will issue registration(s) for which Petitioner has applied within 60 calendar days after receipt of a complete DEA application for registration, unless justified by exceptional circumstances.
35. Except as otherwise authorized by law, DEA shall not publish and will not voluntarily disclose the address of any registered location where Petitioner as registrant stores DMT. DEA shall not publish any notice in the Federal Register concerning any application by Petitioner for registration as importer or manufacturer of a Schedule I controlled substance. DEA shall ensure that no registered location of Petitioner appears in the National Technical Information Service (NTIS) database.

B. Denial, Suspension, Or Revocation of Registration(s)

36. If Petitioner is found to have materially breached any provision of this Agreement, or the CSA or its implementing regulations, except as exempted in this Agreement, DEA may seek to deny, suspend, or revoke Petitioner's registration and terminate this Agreement by serving upon Petitioner an Order To Show Cause (OTSC) pursuant to 21 CFR 1301.37 and, if requested by Petitioner, holding a hearing pursuant to 21 CFR 1301.41 before an Administrative Law Judge. In the event of an imminent danger to the public health or safety, DEA may suspend Petitioner's registration and this Agreement without prior notice and seek administrative action by issuing an Immediate Suspension Order (ISO) pursuant to 21 U.S.C. 824(d).

C. Import of the *Psychotria Viridis*

37. Petitioner's registered location will maintain a DEA Certificate of Registration to import *psychotria viridis*, which contains the Schedule I controlled substance DMT, in accordance with 21 CFR 1312.11 – 1312.19, with distribution to Petitioner's manufacturer/bulk manufacturer DEA Certificate of Registration allowed as a coincident activity, as described in 21 CFR 1301.13(e)(1)(viii).
38. Petitioner will import *psychotria viridis*, which contains DMT, from Peru to Petitioner's registered address in the U.S., either through a common international carrier utilizing a tracking number or directly through Connor Mize transporting the *psychotria viridis* from Peru to a U.S. port of entry.

Personally Identifiable Information (PII)

39. Connor Mize is the only individual authorized to import and receive the *psychotria viridis* containing DMT that is imported under Petitioner's importer DEA Certificate of Registration. Connor and Shaleesa Mize will maintain all recordkeeping requirements. The receipt of each shipment of *psychotria viridis* will be documented with the date, time, weight, and notes regarding

its quality. Each shipment will receive a batch number starting with the number one (1) for the first shipment, and sequentially thereafter.

40. Petitioner will submit an application as described in 21 CFR 1312.12(a) for a permit to import controlled substances on DEA Form 357 for each consignment of *psychotria viridis*, which contains DMT, to be imported. DEA will not require Petitioner to specify in the DEA-357 the quantity of the controlled substance DMT, which is contained in the *psychotria viridis*, in each consignment, as described in 21 CFR 1312.12(b)(8). The quantity of *psychotria viridis* to be imported, in powdered form, may be stated in kilograms or other appropriate measures of weight.
41. DEA will issue a single import permit for each consignment of the *psychotria viridis*/DMT [see 21 CFR 1312.13(e)], and such issuance should occur within 30 days of receipt of a complete DEA application, unless justified by exceptional circumstances. An import permit will be void and of no effect after the expiration date specified therein, and in no event will the date be more than 180 calendar days after the date the permit is issued. An importer may request through the DEA Diversion Control Division secure network application that an import permit or permit application be amended, canceled, and request a new permit. See 21 CFR 1312.16.
42. Petitioner, as an authorized importer, must furnish an official record of the declaration (available through the DEA Diversion Control Division secure network application after the Administration issues a transaction identification number) to the foreign shipper. Petitioner agrees to submit an official record of the declaration and/or required data concerning the import transaction to a customs officer at the port of entry in compliance with all import control requirements of agencies with import control authorities under the Act or statutory authority other than the Controlled Substances Import and Export Act. An official record of the declaration shall accompany the shipment to its final destination, which must be the registered location of the importer (i.e., drop shipments are prohibited). See 21 CFR 1312.19.
43. In the event circumstances arise that require modification of the source of supply and means by which the *psychotria viridis* will be imported to the U.S. and delivered to its registered import location (i.e., foreign shipper, couriers or contract carriers), Petitioner shall promptly advise the local DEA Field Office of these changes and update any related information that may be required on DEA Form 357 for in-process and future import(s) of the *psychotria viridis*. DEA will, as long as proposed changes do not conflict with a compelling governmental interest, reasonably work with Petitioner to facilitate processing and clearance of shipments through the U.S. port of entry.
44. Each imported batch and container of *psychotria viridis* shall remain sealed and unopened from its arrival at a U.S. port of entry until its receipt at the registered import location. Petitioner shall ensure that the seal is tamper-resistant and tamper-evident.
45. In the event a shipment of *psychotria viridis* has been denied release by a customs officer at the U.S. port of entry for any reason, Petitioner must report as described in 21 CFR 1312.12(e), within 5 business days of the denial, to the Administration that the shipment was denied and the reason for denial.
46. Notwithstanding 21 CFR 1312.15, if a consignment of *psychotria viridis* is detained by U.S. Customs and Border Protection (CBP) officials because the quantity consigned is significantly greater than the quantity authorized by the import permit, DEA may work with Petitioner to remedy the discrepancy through the issuance of an amended import permit to facilitate the prompt

clearance by CBP of the shipment upon Petitioner's provision to DEA of a satisfactory, non-diversionary explanation as to the discrepancy. Such shipments may be detained by CBP pending a satisfactory, non-diversionary explanation by Petitioner as to the discrepancy.

47. All goods, conveyances, and persons are subject to search upon entry into the U.S. from a foreign country upon the demand of any CBP official. *See* 19 U.S.C. 482, 1433, 1459, 1461, 1582; 8 U.S.C. 1357; 19 CFR Part 162; 8 CFR Part 235.
48. DEA may spot sample any consignment of imported *psychotria viridis* once it has arrived at the registered location for the purpose of confirming that the consignment is in fact *psychotria viridis*, which contains no controlled substance other than DMT.
 - i. DEA will notify Petitioner of DEA's intent to obtain a sample, which shall be taken when a sealed container, which, per above, is secured with a tamper-resistant and tamper-evident seal, is received by the registered importer at the registered location.
 - ii. When requested by DEA to do so, the Petitioner's authorized individual will extract a reasonable quantity of unadulterated sample of *psychotria viridis* under the observation of DEA personnel. The authorized individual will place the sample in a container, to be provided by DEA, which will be shipped directly to a DEA forensics laboratory for testing.
 - iii. DEA will not return the sample to Petitioner. Storage and/or disposal of samples will be solely within the discretion of DEA.

D. Manufacture of the Ayahuasca

49. Petitioner must account for the quantity of imported *psychotria viridis*, containing the Schedule I controlled substance DMT, being used to manufacture ayahuasca. To account for the quantity of *psychotria viridis* used in the manufacturing of ayahuasca, the Petitioner must use DEA Form 222 (U.S. Official Order Forms – Schedules I and II), in accordance with 21 CFR Part 1305. The completion of DEA Form 222 will serve as an account of the transfer of the imported *psychotria viridis* being used in the manufacturing of ayahuasca from the import registration to the bulk manufacturer registration. The order forms will be completed as follows:
 - i. Petitioner, on behalf of the manufacturer DEA Certificate of Registration (referred to in the DEA Form 222 as the Purchaser), shall prepare and execute a DEA Form 222, make a copy of the original DEA Form 222 for its records, and then submit the original for the importer DEA registration records. The copy retained within the manufacturer's registration records may be in paper or electronic form.
 - ii. Petitioner, on behalf of the importer DEA Certificate of Registration (referred to in the DEA Form 222 as the Supplier), shall complete its portion of the order form in accordance with 21 CFR Part 1305, fill the order for the manufacturer registration which ordered the *psychotria viridis*, and retain the original DEA Form 222 for the supplier's files in accordance with 21 CFR 1305.17(c). The importer registration shall, in accordance with 21 CFR 1305.13(d), make and submit a copy of the original DEA Form 222 to DEA at the close of the month during which the order is filled, either by mail to the Registration Section, or by email to DEA.Orderforms@usdoj.gov.

iii. Petitioner, on behalf of the manufacturer DEA Certificate of Registration, must, at the receipt of the *psychotria viridis*, record on its copy of the DEA Form 222 the number of commercial or bulk containers furnished on each item and the dates on which the containers are received by the purchaser (manufacturer registration). All executed DEA 222 order forms will be kept at the registered location for a minimum of two years. The distribution of manufactured ayahuasca, as an authorized coincident activity of the manufacturer DEA Certificate of Registration pursuant to 21 CFR 1301.13(e)(1)(i), will not require the use of DEA Forms 222 since DEA agrees in this MOA to exempt Petitioner from separately registering with DEA as a distributor for the distribution of sacramental ayahuasca.

50. If a bulk manufacturing registration is granted to Petitioner, Connor Mize and/or his designated ceremonial leaders are the only individuals authorized to manufacture under that registration and are only authorized to manufacture at [REDACTED] Confidential - Site and Operational Security [REDACTED] Connor Mize will log the date, time, and weight of all *psychotria viridis* or ayahuasca that is removed from the storage safe for manufacturing purposes. Unused plant materials and ayahuasca will be returned to the storage and properly logged.

51. Connor Mize and/or ceremonial leaders will manufacture the ayahuasca during ceremonies by brewing, under their constant supervision, the dried leaves of the *psychotria viridis* in powdered form containing DMT along with the *banisteriopsis caapi* vine in paste form. Petitioner estimates the quantity of *psychotria viridis* needed per ceremony to be approximately [REDACTED] Proprietary Religious Practices [REDACTED] The amount of ayahuasca tea to be manufactured for each individual ceremony will be based on the number of ceremony participants. Per COG's policy, only a maximum of 10 members per two facilitators can receive the ayahuasca sacrament per ceremony, not to exceed the total number of current and potential members set forth in Paragraph 5. After preparing the ayahuasca and prior to the distribution of the ayahuasca in rituals, the resulting quantity will be recorded in the manufacturing log as follows: the volume in milliliters, the date and time produced, and notes about the quality. Unconsumed brewed ayahuasca will be packaged in numbered glass containers and will be returned to secured storage and logged according to the provisions of this MOA.

52. Petitioner may manufacture ayahuasca in batches for ceremonial use, along with any related repackaging and relabeling of ayahuasca in containers. If in liquid form, in the event it becomes necessary to decant stored ayahuasca, clear off mold and other impurities, and boil the ayahuasca to render the ayahuasca suitable for use, Petitioner shall measure the volume of ayahuasca before and after boiling and maintain a written record of all such processing of ayahuasca memorializing any incidental change of volume.

53. If ayahuasca originating from one batch is mixed with ayahuasca originating from a different batch, the resulting mix shall be stored in containers labeled with the unique identifiers of any and all originating batches and the precise volume taken from each. If ayahuasca must be boiled again, some loss of volume may occur due to evaporation; hence, a written record of the total volume after boiling should also be recorded for accuracy of records.

54. All manufacturing activities, including processing, packaging, and labeling, shall be conducted at the location registered for said activities by an authorized person. All ayahuasca being processed, packaged, or labeled shall be securely locked at the end of the activity [21 CFR 1301.73].

55. This Agreement only grants Petitioner the authorization to manufacture ayahuasca from the *psychotria viridis* that it has imported. It does not authorize Petitioner to grow *psychotria viridis*.

E. Distribution of the Ayahuasca

56. DEA agrees to exempt Petitioner from separately registering with DEA as a distributor of ayahuasca. DEA considers the distribution of sacramental ayahuasca at Petitioner's ceremonial location in the State in which it is registered to manufacture ayahuasca under RFRA to be a coincident activity of the DEA manufacturer registration, as described in 21 CFR 1301.13(e)(1)(i). This incidental distribution is permitted solely for the Petitioner's religious exercise under RFRA. Consequently, Petitioner's ceremonial place in the State in which it is registered to manufacture ayahuasca under RFRA does not need a separate DEA Certificate of Registration as long as Petitioner does not store or manufacture ayahuasca at the ceremonial location.

57. Connor Mize, Shaleesa Mize, and ceremonial leaders are the only individuals authorized to transport the ceremonial ayahuasca to the designated area, located within the private property at

Ceremonial Site - Redacted for Privacy

58. Petitioner may designate an individual(s) of its choice to handle ayahuasca when conducting religious ceremonies and performing religious functions. Petitioner asserts it will ensure the safety and health of participants partaking in the consumption of ayahuasca by collecting extensive current and past medical history to identify immediate health disqualifiers, and by requiring completion of a Ceremony Waiver and Release Form. Petitioner asserts members under the age of 21 will not be allowed to participate in the ceremony or partake in the sacrament. Petitioner's protocols require that facilitators and ceremonial leaders be trained in providing first aid and basic life support/cardiopulmonary resuscitation (CPR), a first aid kit be available, and emergency services be notified in the event of an emergency.

59. For distribution incidental to the manufacture of ayahuasca for religious ceremonies, DEA agrees not to enforce the DEA regulations applicable to distributors, except as provided by this Agreement. Petitioner will maintain records of the dates of each delivery or distribution event, the form of the controlled substance (plant, liquid, powder, paste, etc.), the approximate number of persons provided with ayahuasca doses, approximate dose quantity given to persons, and the approximate quantity of controlled substances (ounces, pounds, liters, gallons, etc.) delivered or distributed at each ceremony or other event where the ayahuasca will be utilized for religious purposes. Petitioner's authorized staff/members will provide the initials of the person(s) who provided the ayahuasca to participants of the ceremony. Petitioner's records will also identify the ayahuasca manufactured batch(es) and container(s) from which the consumed ayahuasca was taken. Petitioner shall not be required to report the names or addresses of individual members or nonmember ceremonial participants.

60. Petitioner asserts each ceremony consists of two servings of ayahuasca sacrament. The consumption of ayahuasca per COG member varies.

Proprietary Religious Practices

Unused ayahuasca will be returned to storage and logged.

F. Quota

61. Petitioner acknowledges that if, in the future, a DEA application to import or manufacture a substance containing DMT is filed with DEA by a third party, DEA may initiate quota proceedings under 21 CFR Part 1303 to determine the total quantity which should be authorized to be imported and/or be manufactured to meet all anticipated legitimate needs. In any quota proceeding, DEA will not seek to limit the quantity of ayahuasca necessary for Petitioner's religious use.

G. Inspection

62. DEA may inspect any location that Petitioner seeks to register as an import or manufacture location, including any physical location authorized to handle controlled substances as coincident activities of the registration, including the ceremonial location(s) in which Petitioner will distribute controlled substances for religious purposes. *See* 21 CFR 1301.31. Petitioner agrees to cooperate with any such inspections of areas used for activities related to the import, manufacture, and distribution of controlled substances. DEA agrees, to avoid any burden, not to extend inspection to other areas of the property as long as Petitioner restricts any movement of controlled substances to the area set forth in this Agreement.
63. DEA has the authority to enter registered premises and conduct administrative inspections and audits at reasonable times and in a reasonable manner. *See* 21 CFR 1316.03. Any unannounced inspections of Petitioner's controlled substance records by the DEA shall be conducted as described in 21 CFR 1316.08. DEA Diversion Investigators may offer educational materials and tutoring as to the conduct described in 21 CFR Part 1304.
64. DEA will not conduct administrative inspections during Petitioner-authorized religious ceremonies. DEA acknowledges that the registered location(s) where Petitioner handles *psychotria viridis* and ayahuasca are not businesses with regular business hours, and, accordingly, that it might be necessary to plan before the inspection to ensure that an authorized person is available at the time the DEA seeks to conduct an inspection. If DEA personnel arrive at a registered location unannounced and an authorized person is not present, the DEA representatives will promptly attempt to notify an authorized person of their intent to inspect the location, and the authorized person will make every reasonable effort to ensure that DEA personnel are able to inspect the location promptly. DEA personnel may only enter a registered location to conduct an administrative inspection pursuant to 21 CFR 1316.03 when an authorized person is present at the location.
65. Petitioner will provide the local DEA Field Office with general information about the times and locations of their ceremonies. Petitioner will notify DEA in writing of any significant changes to this information.
66. During administrative inspections, DEA personnel may take a physical inventory of all *psychotria viridis* and ayahuasca on the premises. Petitioner's authorized individuals at each location will assist in the physical inventory by handling the containers of *psychotria viridis* and containers of ayahuasca so that their labels can be read by DEA personnel without the need for DEA personnel to physically touch the containers.
67. If DEA seeks to inspect an item or items as described in 21 CFR 1316.03(f) and Petitioner believes that DEA's inspection of the item or items would violate their right to freedom of association or the freedom of association of other members, Petitioner may package the item or items in a container

in the presence of DEA personnel; DEA personnel will affix a seal to the container. DEA may then submit an application for an administrative inspection warrant to a United States District Judge or Magistrate Judge as described in 21 CFR 1316.09. Petitioner agrees that the seal will remain unbroken and that the container will not be opened until a determination is made by a court of competent jurisdiction whether the item(s) can lawfully be inspected by DEA.

H. Recordkeeping

68. Connor Mize will primarily be responsible for all recordkeeping, and may, at his discretion, designate an individual to assist with such recordkeeping. Petitioner shall establish and maintain on a current basis and at its registered location a complete and accurate written record of its importation, receipt, manufacture, distribution, and disposal of the *psychotria viridis*, in accordance with 21 CFR 1304.21 et seq. Petitioner shall also establish and maintain on a current basis and at its registered location a complete and accurate written record of its manufacture, distribution, and disposal of the ayahuasca, in accordance with 21 CFR 1304.21 et seq. Once a registration has been granted, in addition to an initial physical inventory, Petitioner shall take a physical inventory of all controlled substances at each registered location at least once every two years.
69. Petitioner shall maintain separate inventory records, for a minimum of two years, of all imported, received, repackaged, and distributed *psychotria viridis*, and of all manufactured, repackaged, and distributed ayahuasca. Each inventory will be a physical count of all controlled substances on hand on the date the inventory is taken, and Petitioner will maintain the inventory in written, typewritten, or printed form at the registered location. Each inventory will include all information listed in 21 CFR 1304.11.
70. All distribution of the *psychotria viridis* from a DEA Certificate of Registration to another DEA Certificate of Registration shall be documented on a DEA Form 222, Official Order Form, as described in 21 CFR Part 1305.
71. Petitioner shall assign a unique identifier to each batch and container of *psychotria viridis* that is received through international shipment. The DEA import permit number shall also appear on each container. Each container being imported into the U.S. shall bear a sufficiently prominent label with clear and sufficiently large symbols to enable DEA personnel to read from arm's-length distance the DEA permit number, point of origin (city, state/province, and country), batch identifier, end location, quantity, and date shipped. To facilitate maintenance of a chain of custody, the unique identifier shall follow the imported *psychotria viridis* and shall be used in Petitioner's records until its ultimate use or disposal and shall also appear on any container into which imported *psychotria viridis* from a particular batch or consignment may be decanted or repackaged.
72. Petitioner shall maintain records of their import of the *psychotria viridis*, as required under 21 CFR 1304.22(d). Petitioner shall also maintain records of their manufacture of ayahuasca, in accordance with 21 CFR 1304.22(a).
73. Petitioner shall maintain records of their distribution of ayahuasca, to include records of the date distributed; the number of participants in the religious ceremony or event who received ayahuasca; the total quantity of ayahuasca consumed during the ceremony or event; and the distributor's initials. These records will also identify the batch(es) and container(s) from which the consumed ayahuasca was taken.

74. All required records shall be in readily retrievable form and available for inspection upon request by DEA for a minimum of two years. See 21 CFR 1304.04, 1304.11, 1304.21, 1304.22, and Part 1305.

I. Security

75. Petitioner acknowledges their obligation to provide effective controls and procedures to guard against theft and diversion of the controlled substance(s). Petitioner will store the imported *psychotria viridis*, and manufacture and store the ayahuasca, at

Confidential - Site and Operational Security

Connor and Shaleesa Mize will be the only ones with access to the safe, and the only ones permitted to handle the *psychotria viridis* and ayahuasca, unless and until further individuals are authorized in accordance with the below provisions in IV(I)(76).

76. Petitioner shall designate in writing any authorized individual(s) that will have access to the controlled substance(s) at the registered location(s). Petitioner shall provide written notification of the names (including aliases and maiden names, where applicable), dates of birth, and social security numbers of each authorized individual to the DEA Point of Contact, and to the local DEA Diversion Program Manager.

77. DEA may conduct appropriate inquiries to ascertain whether an authorized individual has been convicted of a felony relating to controlled substances. If DEA discovers that an authorized individual has been convicted of such a felony, DEA will promptly so advise the Petitioner's Point of Contact. The parties will discuss whether, based on all the facts and circumstances of the particular case, in light of Petitioner's religious concerns and DEA's security concerns, the authorized individual should have access to or custody of DEA-approved storage used solely for the purpose of storing *psychotria viridis* or ayahuasca, or be permitted to handle ayahuasca outside the context of religious ceremonies.

78. Whenever anyone, other than an authorized individual or an authorized official or agent of the U.S. government, is present in the room in which controlled substances are stored at a registered location, that person shall always be accompanied by an authorized individual.

79. DEA will conduct a preregistration inspection of any location at which a DEA Certificate of Registration is sought. In evaluating the overall security system and the needs of each registrant, DEA will consider the factors enumerated under 21 CFR 1301.71(b) to properly safeguard the controlled substances under the control of each registrant. The local DEA Field Office and Petitioner's representative at each location within the Field Office's jurisdiction will engage in discussion to attempt to arrive at a mutually agreeable security plan based on the security needs of each specific location and commensurate with the quantity stored.

80. DEA agrees to enforce only the specific physical security measures described in 21 CFR 1301.72(a) and (d) as set forth in this Agreement. Petitioner will maintain, at Petitioner's expense,

at the registered storage location the security system under the requirements of 21 CFR 1301.72(a)(1) approved by DEA. In the event it becomes necessary to modify the security settings to ensure effective controls, Petitioner shall notify the local DEA Field Office. Any modification in the storage area that has not been approved by the Administration shall not necessarily be deemed to comply substantially with the standards set forth in 21 CFR 1301.72 and 1301.73.

81. Petitioner agrees to transport manufactured ayahuasca to the ceremonial place for the purpose of religious exercise in a secured manner. Petitioner will not designate anyone other than person(s) authorized under COG's protocols to transport ayahuasca. Petitioner will not be required to install and maintain physical security measures described in 21 CFR 1301.72 (a) through (d) at incidental location(s) (i.e., ceremonial place) that do not store the controlled substance(s), but Petitioner shall maintain adequate controls at incidental location(s) to prevent diversion. Petitioner is aware that diversion at incidental location(s) could be a basis for DEA to revoke Petitioner's DEA Certificate(s) of Registration.
82. When importing *psychotria viridis*, Petitioner is responsible for selecting couriers or contract carriers that provide adequate security to guard against in-transit loss, as described in 21 CFR 1301.74(e).
83. Petitioner will immediately advise the local DEA Field Office of any diversion, theft, or significant loss, either of the *psychotria viridis* or ayahuasca. This includes in-transit losses by their agent or the common or contract carrier after a shipment of *psychotria viridis* has been released by CBP at the port of entry. Written notification must be made within one business day of discovery of the diversion, theft, or loss. A completed and accurate DEA Form 106, Report of Theft or Loss of Controlled Substances, shall also be filed through the DEA Diversion Control Division secure network application within 45 calendar days after discovery of the theft or loss. See 21 CFR 1301.74(c). In the event there is any diversion, theft, or significant loss of controlled substances from a registered location, DEA will discuss with Petitioner what, if any, additional security measures are reasonably necessary to prevent future diversion, theft, or loss.

J. Disposal

84. Petitioner asserts any transported ayahuasca sacrament will either be entirely consumed on ceremonial premises, destroyed, or returned to secure storage through procedures outlined in this MOA.
85. Petitioner asserts in the event any plant material or brewed ayahuasca is no longer needed, damaged, spilled, or inadvertently burned, the incident will be documented by photographing the incident and logging the date and volume lost prior to a ceremonial burial of the sacrament.
86. When Petitioner determines that it is necessary to make final disposition, either of the *psychotria viridis* or ayahuasca, the registrant shall advise the Special Agent in Charge ("SAC") of the area by submitting a DEA Form 41 for all destruction of controlled substances, listing the quantity to be disposed of, identifying the batch and container it was taken from, stating the date, time, and place at which Petitioner proposes to dispose of the controlled substances, and identifying two individuals to take part in the controlled substances' destruction, as described in 21 CFR 1304.21(e).
87. The SAC and/or designee shall have the discretionary authority to observe the disposal of all controlled substances. Nothing herein should be construed as DEA approving or endorsing the

disposal method selected by Petitioner. Petitioner accepts sole responsibility for compliance with all applicable federal, state, and local laws implicated by the disposal of controlled substances. Failure to be in such compliance can constitute grounds for administrative action.

V. Correspondence with DEA Headquarters Personnel

88. Direct written communications to DEA’s headquarters elements who are referred to in this MOA should be directed to the email (preferred) and postal addresses below:

DEA Point of Contact	Email Address	Postal Address
Regulatory Section	RFRA.DRG@dea.gov	Drug Enforcement Administration Regulatory Section/DRG Attention: RFRA 8701 Morrissette Drive Springfield, VA 22152
Import/Export Section	DEA357@dea.gov for inquiries related to import permit(s). DEA236@dea.gov for all other inquiries.	Drug Enforcement Administration Regulatory Section Attention: Import/Export (DRI) 8701 Morrissette Drive Springfield, VA 22152
Registration and Program Support Section	DRRO@dea.gov	Drug Enforcement Administration Registration Section Attention: RFRA 8701 Morrissette Drive Springfield, VA 22152
DEA Local Field Office	Seattle.Diversion@dea.gov	Drug Enforcement Administration Attention: Diversion Group 300 5th Ave, Suite 1300 Seattle, WA 98104

VI. Non-Liability of Drug Enforcement Administration

89. The United States assumes no liability with respect to the performance of any religious practices by Petitioner and a practicing member, including but not limited to the quantity or quality of any sacrament distributed and ingested. A participant’s sole remedy for damages (whether a member or nonmember) will be against the Petitioner and not the United States.

90. Notwithstanding the terms in this Agreement, DEA does not endorse, approve of, sponsor, or otherwise support Petitioner’s handling or use of controlled substances.

VII. Duration, Amendment, and Effect

91. Execution: This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same Agreement. Copies or facsimiles of signatures will constitute acceptable, binding signatures for purposes of this MOA. This MOA is effective and becomes binding upon the date of the last signature below. Each person who signs this MOA in a representative capacity warrants that he or she is fully authorized to do so. The government signatories represent that they are signing this MOA in their official capacities.
92. Automatic Renewal: Unless terminated for cause by DEA, this MOA is effective for a one-year initial term from its effective date, subject to automatic renewal for additional one-year terms upon DEA's approval of Petitioner's application for renewal of its import registration and manufacture registration of DMT unless, on or before 60 days before the expiration of the current term, either party provides written email notice of its intention not to renew. DEA may not refuse to renew for any reason other than upon a showing of diversion by COG or upon a showing of a particularized risk to public health and safety. In accordance with 21 CFR 1301.13(e)(3), DEA will send Petitioner a renewal notification via email approximately 60 calendar days prior to the registration expiration date. Petitioner is responsible for maintaining a current email address with DEA.

If, at the time the initial term or a renewal is set to expire, Petitioner has submitted a renewal application that is still being processed by the DEA at the end of a one-year term, Petitioner is allowed to continue to operate on a day-by-day basis until the registration is renewed in accordance with 21 CFR 1301.36(i), and the term set to expire will be automatically extended until the registration is renewed.

This MOA will terminate at the end of a one-year term that is not renewed via a non-renewal of a registration.

93. Severability: If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this MOA, but this MOA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
94. Modification: This MOA constitutes the full and complete Agreement between the DEA and Petitioner. No other promises or agreements will be binding unless placed in writing and signed by both parties to the MOA. All material representations, understandings, and promises of the parties are contained in this MOA, and each of the parties expressly agrees and acknowledges that, other than those statements expressly set forth in this MOA, it is not relying on any statement, whether oral or written, of any person or entity with respect to its entry into this MOA. This MOA may be revised at any time with, and only with, the mutual written consent of the parties. Modifications to the MOA will become effective on the date of the last signature of the authorized representatives of each party.

VIII. Additional Terms and Conditions

95. Compliance with State and Local Laws: Any importation, manufacturing, distribution, or disposal must be lawful in the state and locality where such action takes place. Such action also must follow all applicable state and local laws, statutes, and regulations, and otherwise be permitted by all

applicable state and local regulatory and law enforcement agencies. Failure to be in such compliance can constitute grounds for administrative action.

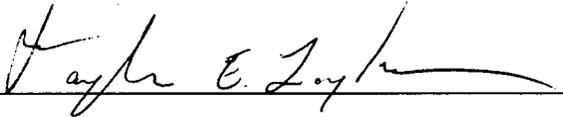
- 96. **Freedom of Information Act (FOIA):** The parties acknowledge that DEA, as a component of the Department of Justice, is subject to the Freedom of Information Act, 5 U.S.C. 552, and its implementing regulations. DEA and Petitioner agree and acknowledge that all requests under the FOIA relating to this MOA will be processed by DEA under the terms of the FOIA.
- 97. **Good Faith:** The terms and provisions of this MOA shall be executed in good faith.
- 98. **Venue & Jurisdiction:** The parties agree that the jurisdiction and venue for any dispute arising between and among the parties to this MOA shall be in any federal court of competent jurisdiction. This provision, however, shall not be construed as a waiver of the jurisdictional provisions of the CSA, as amended.
- 99. **Costs:** Each party to this MOA shall bear their own legal and other costs incurred in connection with this matter, including in the preparation and performance of this MOA.

FOR PETITIONER:



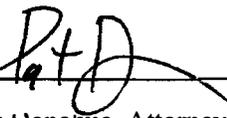
Date: 05/05/2025

Connor Lee Mize, Founder and Church Leader
Church of Gaia



Date: 05/05/2025

Taylor E. Loyden, Attorney, Terrapin Legal



Date: 5/5/2025

Pat Donahue, Attorney, Expert Consultant

FOR DRUG ENFORCEMENT ADMINISTRATION:

THOMAS
PREVOZNIK

Digitally signed by
THOMAS PREVOZNIK
Date: 2025.05.16
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Date: _____

Thomas W. Prevoznik, Assistant Administrator
Diversion Control Division