



National Payment System

JamClear® Real Time Gross Settlement

Participant Rules

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1. INTRODUCTION

The JamClear®-RTGS is a Real Time Gross Settlement (RTGS) system that provides the mechanism for Participants to settle large value and time critical payments, which was implemented by BOJ in February 2009. JamClear®-CSD is the electronic custodian for domestic issues of Bank of Jamaica (BOJ) and Government of Jamaica (GOJ) securities, which was implemented in May 2009 by BOJ. Both systems are seamlessly integrated to ensure that:

1. the payment for and transfer of all securities traded or purchased are executed simultaneously, guaranteeing Delivery versus Payment (DvP); and
2. the payment for and transfer of all FX and JMD amounts allocated, are executed simultaneously, guaranteeing Payment versus Payment (PvP).

These two (2) systems together comprise the payments, clearing and securities settlement infrastructure of the National Payments System in Jamaica.

JamClear®-RTGS consists of two (2) functional modules – RTGS and Payment Origination (PO). The RTGS and PO applications are closely integrated but are independent of one another. In JamClear®-RTGS, payment instructions (transfers) are tested for funds availability and are settled individually, continuously in real time, across settlement accounts in the BOJ, providing the sending participant has sufficient covering balance or credit in its account. The PO system allows participant institutions to enter, control and view RTGS payments and import Net Settlement files generated by clearing house institutions.

The Bank has also implemented a foreign exchange trading platform called JamClear®- FXTTP which will interface with JamClear®-RTGS for settlement, guaranteeing Payment versus Payment (PvP). JamClear®-FXTTP is the system that brings together purchasers and sellers of foreign currency in a single electronic marketplace to facilitate the posting of bid and ask orders for continuous order matching and the straight-through settlement of confirmed trades.

This document contains the Rules for participation in JamClear®-RTGS and is divided into the eight (8) sections described below:

Section 1 Introduction – explains the purpose of this document and provides references to other documentation necessary to obtain a full understanding of the JamClear®-RTGS Rules.

Section 2 Definitions and Interpretation – prescribes the meaning of specified terms or words within the context of these Rules.

Section 3 General Purpose & Objectives – gives an overview of the purpose and objectives of JamClear®-RTGS.

Section 4 Participation in JamClear®-RTGS - defines the criteria and conditions for each membership type in JamClear®-RTGS.

Section 5 Membership Types – defines the group eligible for membership in the JamClear®-RTGS, and details the criteria governing admission.

Section 6 Admission of Participant – defines the eligibility criteria for participation in JamClear®-RTGS.

Section 7 JamClear®-RTGS Access Criteria and Conditions – defines membership types and conditions for restrictions, suspension, termination & withdrawal, reinstatement, limitation of liability and survival of obligations.

Section 8 Roles and Responsibilities – defines the roles and responsibilities of Participants, the Systems Operator and the Overseer.

Sections 9 JamClear®-RTGS Operating Rules - Details rules applicable to the Participants in the JamClear®-RTGS.

Section 10 Governance Arrangements – identifies the ownership and operating parameters of the JamClear®-RTGS system.

1.1 Document Purpose

The purpose of this document is to clearly and unambiguously define the rules that JamClear®-RTGS Participants should comply with.

1.2 Related Documents

These rules should be read in conjunction with the following documents:

- PO Operator User Manual
- JamClear®-RTGS Participant User Manual
- JamClear®-RTGS Gateway Interface
- JamClear®-CSD Participant Rules
- Payments System Communications Network (PSCN) Operations Manual
- Payment System Risk Policy

1.3 Circulation

This manual is provided to all Participants in the RTGS system. It will also be made available to prospective Participants on application for membership.

1.4 Effective Date:

Amendments and update to the rules become effective 1 April 2021.

2. DEFINITIONS AND INTERPRETATION

2.1 Definition of Terms

The following words have these meanings in these rules unless the contrary intention appears:

Term	Definition
Account or Settlement Account	established settlement accounts in JamClear®-RTGS, at the Central Bank.
Agreed Currencies	those currencies that the BOJ may from time to time authorize for use within the JamClear® System.
BIC	Bank Identification Code.
BOJ	the Bank of Jamaica. /Central Bank.
Business Day	a calendar day other than <ol style="list-style-type: none"> i) Saturday; ii) Sunday; iii) legal Holiday; iv) any other day as determined by the competent authority to be a public holiday; v) a day on which banks shall be closed to the public.
Central Securities Depository or CSD	the Depository, maintaining the Register of Government of Jamaica and Bank of Jamaica domestic securities and through which transactions evidencing the sale, purchase, transfer of securities are processed by book entry, primary market auction facilities and all associated linkages.
Court	a Jamaican court of competent jurisdiction.
Customer	any person or institution who uses the services of a Participant into whose account payments are credited.
Delivery versus Payment or DvP	the simultaneous transfer of ownership and payment for securities traded between counterparties.
Depository	the Central Securities Depository or CSD.

Term	Definition
Dispute	a dispute or difference between: a) the BOJ and the participant; or b) two or more JamClear®-RTGS participants arising out of, or in any way connected with the Rules.
Final Cut-off	the time JamClear®-RTGS closes to all participants. At final cut-off, no further payment instructions can be entered and all pending payment instructions are cancelled.
Finality	irrevocable and unconditional settlement.
FISD	Financial Institutions Supervisory Division.
Foreign Exchange Trading Platform	a trading system owned and operated by the BOJ for real time trading and settlement of foreign exchange transactions, seamlessly integrated with JamClear®-RTGS.
FSC	Financial Services Commission.
GOJ	Government of Jamaica.
Initial Cut-off	the time JamClear®-RTGS closes for Participant's customer transactions (MT1xx).
Intraday Liquidity	funds which can be accessed, from the Central Bank, during the business day usually to enable financial institutions to make payments in real time and must be reimbursed within, the business day, prior to final cut-off.
Irrevocability	transfers or settlements which cannot be revoked by the transferor.
JamClear®-RTGS Gateway	an application used to link a participant's Back Office Applications with the JamClear®-RTGS for Straight-Through Processing (STP) of payments.
JCSD	the Jamaica Central Securities Depository, owned and operated by the Jamaica Stock Exchange.

Term	Definition
Member	any commercial bank, financial institution, clearinghouse, depository or corporation which has been accepted under the Rules as a member of the JamClear®-RTGS.
Net Settlement Operator or Clearing House Operator	the operator of a clearinghouse whose settlement operations are completed on a multilateral net settlement basis. The Net Settlement Operator is a member of the JamClear®-RTGS system but is not a full participant.
Nominated Agent	a participant named by JamClear®-RTGS member to act on its behalf to facilitate payment processing in the event that the member is unable to carry out this function.
Notifiable Event	<p>an event related to a Participant requiring the Participant or other legally entitled party to:</p> <ul style="list-style-type: none"> a) make a general assignment for the benefit of, or enter into a reconstruction, reorganisation, compromise, arrangement or composition with, its creditors; or b) admit, whether in writing or otherwise, its inability to pay its debts as they become due from its own money; or c) seek, consent to or acquiesce in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or d) present or file an application in respect of it: <ul style="list-style-type: none"> ⓐ in any court or before any agency alleging or for its bankruptcy, winding up or liquidation (or any analogous proceeding) unless it can be demonstrated by the Participant to be vexatious or that it is otherwise unlikely to result in the winding up or liquidation of the Participant, in either case within a period

Term	Definition
	<p>of time to be specified by the BOJ;</p> <p>(ii) seeking any reorganisation, arrangement, composition, readjustment, administration, winding up, liquidation, dissolution or similar relief, under any present or future statute, law or regulation, such application (except in the case of an application for liquidation or any analogous proceeding) not having been stayed or dismissed within 30 days of its filing; or</p> <p>e) appoint a receiver, administrator, liquidator or trustee or analogous officer of it over all or any material part of its property; or</p> <p>f) declare to the Operator at least 7 days before it is about to pass a resolution or seek a declaration for its voluntary winding up; or</p> <p>g) declare the occurrence of any event having a substantially similar effect to any of the events specified in (a) to (f) above under the law of any applicable jurisdiction.</p>
Overseer or Payment System Overseer	the BOJ in its role as Payment System Overseer charged with the responsibility of providing Oversight to the Payment Systems.
Participant	the BOJ or a Financial Institution duly approved by the Central Bank, with a settlement account in JamClear®-RTGS, who are bound by the terms and conditions of the Rules.
Parties	a Participant in the payment system and/or the Bank of Jamaica.
Payment Instruction	a payment order or value message initiated by a participant to transfer funds to the order of a beneficiary by means of a book entry on a JamClear®-RTGS account in accordance with these rules.

Term	Definition
Payment Origination	the module in JamClear®-RTGS for entering, controlling and viewing payments by participants and for importing Net Settlement files by clearing house institutions.
Payment System	the JamClear® systems and related applications.
Payment Queue	the RTGS System area in which each payment (other than a warehoused payment) is held pending processing in JamClear®-RTGS prior to settlement.
Primary Dealer	a securities dealer licensed by the FSC that has been given Primary Dealer status by the BOJ thereby enabling them to participate in the Primary Market, for the purchase of BOJ and GOJ securities.
Primary Market	the market for new securities issues where securities are purchased directly from the Issuer.
Procedures	JamClear®- RTGS system Procedures which set out the standards adopted by the BOJ from time to time and which govern the operation of the RTGS and or other related systems.
PSCN	the Payments System Communications Network, which is the Interbank network provided by the BOJ for all value and non-value messages.
Public Holidays	those days, other than weekends, when JamClear®-RTGS is not open for operations to participants.
RTGS Operator or Operator	the Banking department of the Bank of Jamaica responsible for JamClear®-RTGS operations.
Real Time Gross Settlement System or JamClear-RTGS	the settlement system established, owned and operated by the BOJ for real time gross settlement, seamlessly integrated with JamClear®-CSD and other related linkages.
Rules or System Rules	JamClear®-RTGS Rules, as amended from time to time, which govern the operation of the RTGS and settlement of approved transactions between RTGS participants.

Term	Definition
Securities	any domestic securities issued by the BOJ or GOJ.
Secondary Dealers	a FSC licensed securities dealer that is not a primary dealer and is a Participant in JamClear®- CSD.
Services	any services provided through JamClear®- RTGS or related applications to the Participants.
SIPS	Systemically Important Payment System as defined by the Bank for International Settlement (BIS).
Value Date	the date on which financial value is transferred or is due to be transferred.
Warehouse	a queue where payments with a future value date are held pending processing.

2.2 Interpretation

In these Rules:

- words implying one gender include the other genders;
- the plural number includes the singular and vice versa;
- headings are inserted for convenience of reference and do not alter the interpretation of these Rules;
- a reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendments to, re-enactment of, or replacement of that legislation; and
- where any inconsistency arises between these Rules and the Procedures, these Rules will prevail.

3. GENERAL PURPOSE AND OBJECTIVES

JamClear®-RTGS is the settlement system established, owned and operated by the BOJ for real time gross settlement of large value and time critical transactions. It is seamlessly integrated with JamClear®-CSD, JamClear®-FXTP and other related linkages.

Its primary purpose is to provide a settlement mechanism in which both processing and final settlement of participant payment instructions take place continuously throughout the day. In JamClear®-RTGS, the settlement of funds occurs on a transaction by transaction basis.

The transactions are checked for funds availability and settled individually, continuously in real time across BOJ settlement accounts, provided the sending participant has sufficient covering balance or credit. JamClear®-RTGS provides continuous intraday finality for individual payments.

JamClear®-RTGS application consists of two (2) functional modules –RTGS and Payment Origination (PO). The PO system allows participant institutions to enter, control and view RTGS payments and import Net Settlement generated by clearinghouse institutions. The RTGS and PO are closely integrated but are independent of one another.

4. PARTICIPATION IN JAMCLEAR®-RTGS

4.1 Applicable Legislation

Entities licensed under the following legislation are eligible for access to JamClear®-RTGS services:

- The Bank of Jamaica Act
- The Banking Services Act, 2014
- Payments Clearing and Settlement Act, 2010
- The Securities Act, 2001

4.2 Eligible Groups

Entities belonging to the following groups are also eligible to access JamClear®-RTGS services:

- a. Securities dealers operating as Primary Dealers;
- b. Clearing houses;
- c. Clients of the Bank such as the Government of Jamaica and the Jamaica Stock Exchange;
- d. Cambios; and
- e. Credit Unions

4.3 Requirements to Operate an Account

Access to JamClear®-RTGS services is subject to entities satisfying the stated requirements to operate an account at the BOJ as well as the ability of participants to qualify in the following categories:

- a. Settlement account and credit services;
- b. Settlement account only;
- c. Agency access to facilitate funds transfers to participants; and
- d. Indirect access through customer accounts

4.4 Participant List

The JamClear®-RTGS participant list is at Appendix 2.

5. MEMBERSHIP TYPES

The following membership types will apply to in JamClear®- RTGS.

5.1 Full Members

Full members will have direct access and be permitted to undertake financial transactions with other members. Full members will be required to maintain a settlement account at the BOJ, and will be allowed access to credit services. Participants in this category have access to intraday liquidity facilities and any other credit service that may be provided by the Bank. The participant must comply with the rules as defined by the BOJ.

Full members will include: -

- i. Bank of Jamaica;
- ii. Commercial Banks and Merchant Banks;
- iii. Primary Dealers; and
- iv. Jamaica Central Securities Depository (JCSD) for settlement of equity net positions for JSE participants.

5.2 Restricted Members

Restricted members will have direct access to JamClear®- RTGS and will be permitted to undertake financial transactions with other members. Restricted members will maintain a Settlement account at the BOJ but **will not** have access to credit or intraday liquidity facilities.

The participant must comply with the rules as defined by the BOJ.

Restricted Members will include:

- i. Government (GOJ);
- ii. Jamaica Central Securities Depository (Trustee);
- iii. Building Societies, Cambios, Money Service Providers; and
- iv. Any other entity as designated by BOJ.

5.3 Indirect Members

i. Agency/Clearing Houses

Agencies and or Clearing houses **will not have** direct access to JamClear®-RTGS system, although they will be able to submit Multilateral Net Settlement files through PO or their Gateway for settlement on members' accounts. The RTGS operator will accept the automatic application of correctly formatted and authorised net settlement files in JamClear®- RTGS. The participant must comply with the rules as defined by the BOJ.

Agency/ Clearing House Members include:

- i. Automated Payments Limited (APL) for the ACH;
- ii. JETS Limited for Multilink; and
- iii. Agents of Other Retail Payment systems.

ii. Secondary Dealers

Secondary Dealers, **will not have** direct access to JamClear®-RTGS, however their transactions in JamClear®-CSD will be settled on the account of a Commercial Bank in the system, operating as the settlement agent of the secondary dealer.

iii. Customers of deposit taking financial institutions

Customers of deposit taking financial institutions will have indirect access to JamClear®-RTGS by instructing their bank to make payments on their behalf to beneficiaries who are customers of a JamClear®-RTGS member.

6. ADMISSION OF PARTICIPANTS

An organisation becomes eligible to apply for participation in the RTGS if that organisation meets the criteria as set out in section 4.1-4.3 above:

- a) Has confirmed their acceptance of General Purpose and Objectives;
- b) Agrees to operate in accordance with the RTGS Rules;
- c) Agrees to be trained and certified by the BOJ in the use of the systems;
- d) Agrees to conform to the Membership Criteria and conditions; and
- e) Agrees to abide by the rules and responsibilities as provided for in this document.

6.1 Notification of new Participant, name change or BIC change of Participant

The Operator of JamClear®-RTGS will advise existing members of the admission of any new participant to the system or changes to participant's name or BIC prior to the start of any payment and settlement activity by the new member.

7. JAMCLEAR®-RTGS ACCESS CRITERIA AND CONDITIONS

7.1 Membership Conditions and Responsibilities

Participation in JamClear®-RTGS is open to those institutions duly approved by the BOJ and who have agreed to:

- a) comply with published Rules and applicable Procedures;
- b) supply any documentation the BOJ may reasonably require;
- c) pay any joining, membership, transaction and/or other fees that may be set by the BOJ;
- d) be in full compliance with the requirements as defined in the PCSA;
- e) maintain and comply with the Information Systems Security Policy (ISSP), that adequately protects the confidentiality, availability and integrity of all information both within the Payment System and within their own organisation;
- f) sign and comply with the BOJ's Payment Systems Communication Network Connection (PSCN) Agreement;
- g) obtain a SWIFT BIC to uniquely identify them in the system. Where a Participant is

- not a SWIFT member, they must obtain and hold a Non-Connected BIC; and
- h) comply with all rules and procedures for the use and maintenance of e-Tokens necessary for gaining access to the Payment System.

7.1.1 Full Members – Additional Criteria and Conditions

The following additional criteria and conditions apply to Full Members:

- a) Maintain a settlement account at the BOJ;
- b) Ensure their obligations to other Participants are met by the Final Cut-off of JamClear®- RTGS;
- c) Ensure that all intraday liquidity received from the BOJ is returned before Final Cut - off in JamClear®-RTGS;
- d) Maintain a Business Continuity plan, according to the guidelines provided by the BOJ;
- e) Resume processing of payments within 30 minutes of an in-house system problem;
- f) Resume processing of payments within 1 hour in the event of a major problem requiring the use of their off-site contingency;
- g) Transfer processing within 1 hour to a nominated agent who will facilitate payment processing on their behalf in the event that they are not able to re-join the Payment System within the time specified above; and
- h) Inform the RTGS Operator whenever their system is likely to be unavailable for more than 10 minutes.

7.1.2 Restricted Members - Criteria and Conditions

All restricted members must:

- a) comply with the published Rules and applicable Procedures;
- b) maintain and comply with the Information Systems Security Policy (ISSP), approved by the BOJ, that adequately protects the confidentiality, availability and integrity of all information both within the Payments System and within their own organisation;
- c) sign and comply with the BOJ's Payment Systems Communication Network Connection Agreement;
- d) comply with all rules and procedures for the use and maintenance of e- Tokens necessary for gaining access to the Payment System;
- e) ensure their obligations to other Participants are met by the Final Cut-off of the RTGS;
- f) maintain a Business Continuity plan, according to the guidelines provided by the BOJ, that confirms they can:
 - i. resume processing within 30 minutes of an in-house system problem;
 - ii. resume processing within 1 hour in the event of a major problem requiring the use of their off-site contingency; and
 - iii. transfer processing within 1 hour to a nominated agent who will facilitate payment processing on their behalf in the event that they are not able to rejoin the Payment System within the time specified above.
- g) inform the RTGS Operator whenever their system is likely to be unavailable for more than 10 minutes.

7.1.3 Secondary Dealers

The following additional criteria and conditions apply to Secondary Dealers:

- a) maintain a settlement agent agreement with a Commercial Bank on whose account they will settle their securities transactions;
- b) ensure their obligations to other Participants are met by the Final Cut-off of JamClear®-RTGS;
- c) maintain a Business Continuity plan, approved by the BOJ, that confirms they can:
 - i. resume processing within 60 minutes of an in-house system problem;
 - ii. resume processing within 4 hours in the event of a major problem requiring the use of their off-site contingency; and
 - iii. transfer processing within 4 hours to a nominated agent who will facilitate payment processing on their behalf in the event that they are not able to rejoin the Payment System within the time specified above.
- d) inform the RTGS Operator whenever their system is likely to be unavailable for more than one hour.

7.2 Restriction

The BOJ may restrict the right of a participant to use JamClear®-RTGS or any feature thereof in the following circumstances:

- a) Where the BOJ determines that the participant is unable to properly use the RTGS or any feature thereof due to operational or technical problems with the participant's own systems or the systems of third parties, or due to events over which the participant has no control;
- b) Where the BOJ determines such action is necessary to protect the interests of the BOJ and is in the best interest of all other participants.

The BOJ may remove the restriction when the BOJ in its sole discretion determines that the participant is able to resume normal operations.

7.3 Suspension

Where a Participant is suspended this will cause the immediate suspension of its settlement account or any settlement account under its control. The BOJ may suspend a participant's participation in the services for the following reasons:

7.3.1 Suspension

BOJ shall suspend a Participant if it determines, in good faith, on the evidence available to it, that the participant is in such financial or operating condition that its continuation as a participant would cause a significant disruption to the services or would jeopardise the interests JamClear®-RTGS or other Participants.

The occurrence of any of the following events will lead to an automatic suspension:

- a) if the Participant fails to comply with all the conditions of membership or act in accordance with the rules;

- b) the participant commits a breach of the provision of the Rules that the BOJ in its discretion considers to be a significant breach;
- c) the participant ceases to be eligible for participation in JamClear®-RTGS system or to satisfy the qualifications or standards set by these rules;
- d) if it is engaging in or is about to engage in an unsafe or unsound practice which in the opinion of the BOJ is likely to hinder the satisfactory functioning of the system
- e) the registration or licence of the participant has been cancelled or suspended by a regulatory body; or
- f) if it fails to settle agreed fees and charges as set out by the BOJ.

7.3.2 Requested Suspension

A Participant can request suspension for a limited period, not exceeding one (1) business day, where due to technical or other serious operational issue, they believe they are temporarily unable to fulfil their obligations under these Rules.

This request is subject to the approval of the Payment System Overseer.

7.3.4 Notification of Suspension

The JamClear®-RTGS Operator shall promptly notify a participant of its suspension from participating in the System and the reasons for this suspension. The Operator shall promptly inform the FISD, the FSC, Payment System Overseer and all other participants of the suspension of a participant.

7.3.5 Retention of Positive Balances upon Suspension

If a suspended participant has a positive balance denominated in any currency credited to any account, then BOJ shall exercise the right of retention in respect of any such positive balance until all obligations are settled.

7.3.6 Appeal of Suspension

A Participant who is suspended under the provisions of these Rules, with the exception of Section 7.3.3 may appeal to the Overseer.

If a participant who is suspended by the BOJ appeals the suspension, the BOJ shall give the participant an opportunity, within five (5) business days after the effective date of the suspension, to make representation to the Payment System Overseer.

7.4 Termination and Withdrawal

7.4.1 Termination

The Bank has sole authority to determine the existence of cause sufficient to consider termination of an entity's designation as a Participant of JamClear®- RTGS.

Prior to termination, the BOJ shall:

- a) Notify the participant and the FISD and FSC of the intention to terminate;

- b) Give the participant an opportunity to make representations to the Payment System Overseer before its participation is terminated;
- c) Give at least five (5) business days written notice of the meeting at which the termination of the participant is to be considered; and
- d) Give to the participant a summary of the reasons for the termination.

The participant shall cease to be a participant as of the date and time specified by the BOJ.

The JamClear®-RTGS Operator shall promptly inform the FISD, the FSC, the Payment System Overseer and all other participants of the termination of a participant.

7.4.2 *Withdrawal by Participant*

Any Participant may withdraw from the system at any time, subject to giving a minimum of 90 business days prior notice in writing to the BOJ. Withdrawal is subject to the following:

- a) The BOJ shall advise the FISD, FSC, Payment System Overseer and ALL other Participants of the system, at the same time, of the Participant's intention to withdraw.
- b) In the event there are outstanding payment obligations, the withdrawing Participant must have an agreement with another Participant to process these obligations.
- c) Withdrawal from the system will not entitle a participant to any refund of operating costs which it has paid or incurred and will incur a withdrawal fee covering administrative costs.
- d) The participant shall cease to be a participant as of the date and time specified by the BOJ.
- e) A Clearing House Operator may not withdraw from JamClear®-RTGS without the agreement of the Clearing House members.

7.5 Reinstatement

A participant who has withdrawn or been terminated may at any time be reinstated by the BOJ. The participant must:

- a) give three (3) months notice to the BOJ requesting reinstatement;
- b) meet the standards and qualifications for participation;
- c) demonstrate to the satisfaction of BOJ that it has discharged all of its liabilities and indebtedness to the BOJ and the other participants arising from any service; and
- d) pay a reinstatement fee to be determined by BOJ.

The BOJ, may at its sole discretion approve or reject a request for reinstatement.

The JamClear®-RTGS Operator shall promptly inform the FISD, the FSC, the Payment System Overseer and all other participants of the reinstatement of a participant.

7.6 Limitation of Liability

“The RTGS Operator shall not incur any liability as a result of anything done by it bona fide in the exercise of any power or the exercise of any function or duty conferred on, imposed by or under the PCSA or the Participant Rules which results in the restriction of the rights of a Participant to use the System, the suspension of a Participant or the termination of an entity’s designation as a Participant of the system. Neither in any such case shall the RTGS Operator be liable for any loss, damage, cost, expense, liability or claim suffered or incurred by any Participant, arising from the restriction or suspension of a Participant or the termination of an entity’s designation as a Participant in the system, or the decision by the RTGS Operator not to take any such action against a Participant, including any loss of opportunity, profit, market, goodwill, interest or use of securities, or any other special indirect or consequential loss damage cost, expense, liability or claim. Each Participant irrevocably releases the RTGS Operator from any such liability.”

7.7 Survival of Obligations

The liabilities and obligations of a Participant to JamClear®-RTGS and to other Participants, and of JamClear®-RTGS and other Participants to the Participant, arising from its use of any Service or pursuant to the Legal Documents, shall survive the suspension, termination or withdrawal of the Participant as though the former Participant were still a Participant.

8. ROLES AND RESPONSIBILITIES

8.1 The Participant

- 8.1.1 It is the responsibility of each Participant to fund its own accounts for settlement.
- 8.1.2 It is the responsibility of each Commercial Bank or named Settlement Agent to ensure that funding arrangements are honoured, in accordance with any agreements.
- 8.1.3 A Participant is responsible for the correct generation and transmission of all instructions and messages and for the authenticity of such instructions and messages.
- 8.1.4 Each Participant is responsible for complying with the conditions of any Service Level Agreements, which may be agreed periodically.
- 8.1.5 Each Participant must have the appropriate technical capability, including adequate Business Continuity arrangements, to ensure the smooth operation of the system(s).
- 8.1.6 Each Participant is responsible for its own communication facilities and connection to the Payments System Communications Network (PSCN).
- 8.1.7 Each Participant must be capable of sending and receiving its payment messages within the Payment System during the hours of operation of the JamClear® systems as set out in the relevant Procedures Manual.
- 8.1.8 A Participant must accept all valid payment instructions originating from the JamClear®- RTGS time stamp prior to the cut-off times set out in the operating schedule.

- 8.1.9 It is the responsibility of the sending Participant to ensure that all their payment instructions are delivered to JamClear®-RTGS.
- 8.1.10 Each Participant is liable for all charges which it incurs through the use of the system.
- 8.1.11 In the event of a prolonged technical problem a Participant must request that the BOJ suspends it from the Payment System. In such an event, the BOJ will inform all other participants, however it will be the responsibility of the Participant requesting the suspension to implement the required Business Continuity procedures so that large value payments and end of day squaring is still accomplished.
- 8.1.12 A Participant is obliged to advise the BOJ of any Notifiable Event(s) which may affect its participation in the system.
- 8.1.13 Where any Participant is aware that, through a system failure, it will be unable to participate normally it must inform the BOJ and any affected Participant(s), within a half-an-hour (½-hr) of the discovery of the failure and advise its plan for restoring normal operations.
- 8.1.14 Payments received through JamClear®-RTGS for the account of a Beneficiary must be effected within one (1) hour of the payment being received. Where the payment is credited the next Operating Day, all interest accruing from that payment must be credited to the Beneficiary account within a reasonable time.
- 8.1.15 Each Participant is responsible for its own bank specific Payment Process Software and for ensuring that any changes which it makes are adequately tested so as to maintain the overall integrity of the JamClear®-RTGS system.
- 8.1.16 Each Participant must notify the BOJ, at least thirty (30) days in advance, and in writing of any such hardware and/or software changes which will impact the Participant's payment processing.
- 8.1.17 It is the responsibility of the receiving Participants to check the authenticity and validity of all payment messages. If the receiving participant is unable to effect the payment instruction, an equivalent payment message should be returned to the sender by the next business day.

8.2 The BOJ

The BOJ is:

- 8.2.1 the owner and operator of JamClear®-RTGS and has full responsibility and control of the day-to-day business operations of the Settlement Accounts, and the day-to-day management of all routine daily activities;
- 8.2.2 responsible for providing detailed user guide and operational procedures;
- 8.2.3 responsible for invoking contingency arrangements for the Payments System;
- 8.2.4 the Overseer of the JamClear®-RTGS system;
- 8.2.5 a Participant in the JamClear®-RTGS System.

All data on the system is the property of the BOJ.

8.3 The Payment System Overseer

The Payment System Overseer is responsible for implementing the Payment System Oversight Policy. The Oversight process ensures that all Systemically Important Payments (SIPS) systems, or designated system or clearing house, in Jamaica, are operated in a safe and efficient manner.

Members of all Payment Systems that settle on JamClear®-RTGS agree to provide to the Payment System Overseer, in writing, and within five (5) business days of any request, any information relating to the Participant's operation in JamClear®-RTGS that the Overseer may require. Failure to supply information as requested by the Overseer may be grounds for suspension under Section 7.3 of these rules.

9. JAMCLEAR®-RTGS OPERATING RULES

This section describes the Rules for participation in JamClear®-RTGS.

9.1 Authority to Act

The Participant authorises the Bank to execute Payment Instructions which are received by the Bank in a format as described in the Procedures.

The Participant authorises the Bank to effect Account Transfers:

- i. for any other transaction that has been agreed in writing by the Participant; and
- ii. for settlement of fees and charges to the Participant.

9.1.1 Where a correctly formatted and authenticated Net Settlement file is received from an authorised Clearing House Operator, the Participants agree that payment instructions therein can be applied directly to JamClear®-RTGS.

9.2 Payments Allowed

All payments must be gross.

921 *Currency of Payments*

Payment Instructions denominated in any currency that is active in JamClear®-RTGS may be settled between participants. Third party payments and transfers in foreign currency are not permitted in JamClear®-RTGS.

922 *Message Types*

Payment Instructions entered through the Payment System Gateway must comply with the applicable standard SWIFT format rules as set out in the SWIFT User Documentation for:

- Single Customer Credit Transfers Payment Instruction
- Financial Institution Transfer
- Multiple Customer Credit Transfer

923 *Value Dates*

- i. All Payment Instructions for inclusion in JamClear®-RTGS must have a value date of the current day or up to fifteen (15) business days in the future or as set from time to time by the BOJ;
- ii. Where a valid Payment Instruction is submitted for a value date other than the current date but in accordance with 9.2.4, the payment will automatically enter the participant's payment queue for settlement on the value date and time within the payment instruction. Where no time is set in the Payment Instruction, the RTGS system will attempt to settle the transaction at the start of day; and
- iii. Any Payment Instructions for value earlier than the date of transmission will be automatically rejected from the system.

924 *Future Dated Transactions*

Transactions may be submitted to JamClear®-RTGS system up to **15 business days** in the future or as set from time to time by the BOJ. Such transactions will be warehoused and submitted for processing on the date/time specified in the transaction.

925 *Payment Values*

The primary purpose of JamClear®-RTGS is for the clearing and settlement of large value and time critical transactions. The use of JamClear®-RTGS is mandatory for all amounts equal to or greater than any thresholds as designated for other payment systems by the BOJ.

9.3 Payment Routing Validation

- i. All payment messages for inclusion in JamClear®-RTGS system must be in SWIFT format and are authenticated by the RTGS system; and
- ii. Under exceptional circumstances and with the prior agreement of the BOJ, the BOJ may initiate transactions on behalf of a Participant using the Central Bank user interface. Where such transfers are undertaken, Participants will be notified by SWIFT format debit or credit advices and a fee for this service will apply.

9.4 Wrongly Delivered Messages

- i. Each JamClear®-RTGS Member sending a message is responsible for ensuring that the messages are acknowledged by the JamClear®-RTGS system; and
- ii. Where a message has been incorrectly sent, and has been settled, it is the responsibility of the sending Participant to contact the receiving Participant and request the relevant SWIFT format message(s) are sent to correct the balances for both Participants concerned.

9.5 Authentication of Payment Messages

- i. Each Participant is responsible for the authentication of messages;
- ii. A JamClear®-RTGS Participant is responsible for the correct generation and transmission of its payment instructions and for the authenticity of such payments. The sending Participant must accept responsibility for the accuracy and completeness of all its payment messages; and
- iii. JamClear®-RTGS will NOT take account of validation rules at the receiving Participant core system.

9.6 Payment Message Formats

- i. Standard SWIFT message formats for the message types listed in appendix 1 must be used. It is the responsibility of the sending Participant to ensure that all fields are correctly completed; and
- ii. Where there is a discrepancy between a beneficiary account number and the beneficiary name and address in a message, the system will only recognize the account number.

9.7 Conditions of Settlement

9.7.1 The Bank shall not settle a Payment Instruction if settlement of that Payment Instruction would, upon settlement, reduce the balance of the Participants Account below the minimum account balance stipulated at the time.

9.7.2 If a Payment Instruction is not settled due to the requirements of clause 9.7.1 it will be queued, during the Business Day, within JamClear®-RTGS until there are sufficient funds

available in the Participant's settlement account to ensure that the Participant's account balance will not fall below the Minimum Account Balance upon settlement of the Payment Instruction.

- 9.7.3 A Payment Instruction in JamClear®- RTGS is deemed to be irrevocable at the point in time when the Participant's account is debited in JamClear®-RTGS; and the payment is completed when the receiving Participant's account is credited.
- 9.7.4 The Participant acknowledges that settled Payment Instructions shall not be reversed.
- 9.7.5 Payment Instructions with the current date as the Value Date which have not been settled in JamClear®-RTGS before the end of the Business Day will be cancelled and the Participants advised.
- 9.7.6 Cancellation of a Payment Instruction may be initiated by the Originating JamClear®-RTGS Participant or by the Central Bank at the request of that RTGS Participant.
- 9.7.7 Settlement Accounts will not be permitted to fall below zero value.

10. GOVERNANCE ARRANGEMENTS

10.1 Ownership

JamClear®-RTGS is owned by the Bank of Jamaica.

10.2 Operating Hours

- 10.2.1 The Operating Hours will be set by the Operator in consultation with JamClear®-CSD operator and the Participants. These hours are detailed in appendix 3 and identify *inter alia* cut-off times for all JamClear®-RTGS transactions.
- 10.2.2 A payment is deemed to have been made within its appropriate time once it has been settled over the Settlement Accounts in JamClear®-RTGS. The time stamp allocated to the relevant entries on the settlement accounts in the RTGS will be the time when the payment is deemed to have been made.

10.3 Operating Days

- 10.3.1 JamClear®-RTGS operates on all normal banking days; this will be any day other than Saturdays and Sundays and public holidays and any other days as notified by the BOJ.
- 10.3.2 In exceptional circumstances, as may be advised by the BOJ, such as a natural disaster affecting the entire Payment System, and at the sole discretion of the BOJ, a normal operating day may be declared a non-business day and any non-business day may become a normal business day. In such an event Participants will ensure that there is no penalty or loss of interest to any party where transactions normally carried out on the affected day have not been processed.

10.4 Statements and Reports

JamClear®-RTGS provides bank statements which can be accessed by participants. Reports not available in the system, will be provided by BOJ on request of the participant at a cost to be determined by BOJ.

10.5 Amendments to Rules

- a) The BOJ is responsible for JamClear®-RTGS rules and may amend them periodically after consultations with participants through the defined amendment process.
- b) Participants may submit proposals for changes in these Rules. Such proposals should fully describe the purpose and benefit of the change being proposed and should be sent to the Payment Systems Overseer. The BOJ will, at its absolute discretion, rule on the acceptability or otherwise of proposals to change the rules.
- c) Reasonable notice will be given in writing to Participants before implementation of any changes.

10.6 Dispute Resolution

The Participants agree that every effort shall be made to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with these Rules.

Where attempts at direct negotiation have been unsuccessful, notification of intent to dispute must be sent to the other Participant and the Overseer, setting out a full description of the matters in dispute within fourteen (14) days of such intention arising.

Pending the resolution of the dispute, the Participants will continue to perform all their obligations under these Rules.

The Chief Executive Officer of the Participants must personally or through nominees attempt to resolve the dispute, on the basis that the Participants wish to retain an ongoing relationship.

If the Chief Executive Officers, or their nominees, are unable to resolve any dispute within fourteen (14) days of the notice or any other time frame as the Participants may agree, then either Participant may give notice to the other Participant that the matter is not resolved and that the Participant shall refer the dispute to arbitration before a single arbitrator in accordance with the Arbitration Act of the Laws of Jamaica or any statutory modification or re-enactment thereof for the time being in force. The Arbitrator is to be appointed by the President of the Jamaican Bar Association. The decision of such arbitrator shall be final and binding on the Participants.

10.7 Fees and Charges

- a) The Participants acknowledge that the BOJ has the right to set fees and other charges as set out in the JamClear® Fee Schedule.

- b) The BOJ agrees to apply the same fee structure to all Participants using the same services within the Payment System.
- c) The Participants acknowledge that the BOJ may recover ongoing and variable costs where feasible by volume based charges to Participants.
- d) The Participants agree that the BOJ may periodically review its fees and charges, following consultation with, and taking due account of the views of the Participants.
- e) The BOJ reserves the right to charge Participants on a cost recovery basis for any additional services rendered to Participants.

10.8 Indemnity

All officers, employees and agents of the JamClear®-RTGS Operator shall be indemnified against any action, claim, liability or suit whatsoever in respect of any act or matter done or ordered to be done, or omitted to be done, by them in good faith and in the intended exercise of any power or performance of any duty conferred on them under these Rules.

Each Participant shall indemnify and hold harmless the BOJ and all other Participants and their respective directors, officers, employees and agents from and against any loss, damage, cost, expense, liability or claim (including the cost of legal counsel to advise on or defend against such claims) suffered or incurred by or made against it, them or any of them arising from:

- (a) any interruption, malfunction or disruption of the JamClear®-RTGS operations to the extent caused or contributed to by any negligent, reckless, willful, fraudulent or dishonest act or omission of the Participant or of any director, officer, employee, servant, contractor or agent of the Participant done while acting in the course of office or employment or made possible by information or opportunities afforded by such office or employment;
- (b) any incorrect instructions, information or documentation provided to by the Participant; and
- (c) any breach by the Participant of its obligations, under the MOU, or the Participant Rules or any applicable laws or regulations.

10.9 Severability

In the event that any one or more of the terms and conditions contained in this Agreement shall be determined invalid, unlawful or unenforceable in any respect, then such term(s) or condition(s) shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

10.10 Confidentiality

The JamClear®-RTGS Operator and each participant will preserve the confidentiality of how

- i) the JamClear®-RTGS works, and
- ii) any and all information concerning or provided by the JamClear®-RTGS Operator,

that, at the time of disclosure, is marked as confidential or is disclosed orally as confidential and that becomes known to the Participant through the operation of any service, or in anticipation of any new service, including any on-going projects, records, data and reports.

In preserving such confidentiality, the JamClear®-RTGS Operator and each Participant shall exercise the same degree of care as it uses with respect to its own confidential information.

The Operator authorizes the participant to release any confidential information concerning the JamClear®-RTGS:

- a) to the auditors of the Participant, as may reasonably be required to perform their duties;
- b) to the legal counsel of the Participant, as may reasonable be required to perform their duties;
- c) as may be required from time to time by order, summons, subpoena, statutory direction or other process of, or pursuant to an agreement with, a court, regulatory body or other administrative or regulatory agency, having in the opinion of the Participant, jurisdiction over the Participant.

In all cases such disclosure must be advised to the JamClear®-RTGS Operator.

10.11 Law and Jurisdiction

The Rules of the system and any agreements thereunder shall be governed by and construed in accordance with the Laws of Jamaica.

10.12 Notices

Any notice, request or other communication required or desired to be given or made pursuant to these Rules shall be in writing and shall be considered to have been made when the relevant document is delivered to the addressee, unless the parties otherwise agree in writing. Such notices shall be addressed to:

Bank of Jamaica
Nethersole Place
Kingston
Jamaica

Attention: Director, Payment System Department
Telephone: 876 9220750
E-mail: payment.system@boj.org.jm

APPENDIX 1**JAMCLEAR®-RTGS PARAMETERS**

This list contains the accepted RTGS message types and the daily operating schedule. The contents of this list may change from time to time at the sole discretion of the BOJ, after consultation, where applicable, with Participants.

RTGS Message Types Accepted

- ♦ MT102 - Multiple Customer Credit Transfer
- ♦ MT103 - Single Customer Credit Transfer
- ♦ MT202 - Financial Institution Transfer
- ♦ MT298 - CSD Transfer
- ♦ MT900 - Debit Advice
- ♦ MT910 - Credit Advice
- ♦ MT950 - Statement Message
- ♦ MT999 - Free Format
- ♦ MT198 (sub code 012) – Sender Confirmation
- ♦ MT204 – Financial Institution Debit by the Operator only
- ♦ MT205 – Financial Institution Credit by the Operator only
- ♦ Trustee Participant Credit
- ♦ Trustee Participant Debit
- ♦ Participant Transfer
- ♦ Account Transfer (AGD only)
- ♦ Resmov – Reserve Movement
- ♦ 298smt201 – Net Settlement Instructions

APPENDIX 2

JAMCLEAR®-RTGS PARTICIPANTS AS AT FEBRUARY 2021

1. ACCOUNTANT GENERAL'S DEPARTMENT
2. AUTOMATED PAYMENTS LIMITED
3. BANK OF JAMAICA
4. BANK OF NOVA SCOTIA JAMAICA LIMITED
5. BARITA INVESTMENTS LIMITED
6. CITIBANK, N.A.
7. CORNERSTONE TRUST and MERCHANT BANK LIMITED
8. FIRST GLOBAL BANK LIMITED
9. FIRSTCARIBBEAN INTERNATIONAL BANK (JAMAICA) LTD.
10. J.E.T.S. LIMITED
11. JAMAICA CENTRAL SECURITIES DEPOSITORY (TRUSTEE)
12. JAMAICA CENTRAL SECURITIES DEPOSITORY LIMITED
13. JAMAICA MONEY MARKET BROKERS LIMITED
14. JMMB BANK (JAMAICA) LIMITED
15. JN BANK LIMITED
16. JN FUND MANAGERS LIMITED
17. MAYBERRY INVESTMENTS LIMITED
18. NATIONAL COMMERCIAL BANK JAMAICA LIMITED
19. NCB CAPITAL MARKETS LIMITED
20. SAGICOR BANK JAMAICA LIMITED
21. SAGICOR INVESTMENTS JAMAICA LTD.
22. SCOTIA INVESTMENTS JAMAICA LIMITED
23. VICTORIA MUTUAL BUILDING SOCIETY

APPENDIX 3

DAILY OPERATING SCHEDULE

Time	Activity		Description
	RTGS	CSD	
7:00	Start of Day		<ul style="list-style-type: none"> ▪ Maintenance Activities ▪ Only BOJ Transactions can be processed
07:30	Open for Business	Start of Day	<ul style="list-style-type: none"> ▪ JamClear®-RTGS and JamClear®-CSD systems started ▪ Value date set ▪ Network and web servers enabled ▪ Adjustments made from overnight processing if required ▪ View access to both JamClear®-RTGS and JamClear®-CSD systems
08:00		Open for Business	<ul style="list-style-type: none"> ▪ High Priority BOJ tasks performed (E.g.: securities maturity and return leg of overnight Repos) ▪ JamClear®-CSD opens for all payment and securities movement types
14:30	Foreign Exchange Cut-off		<ul style="list-style-type: none"> ▪ Swift Interface Cut-off ▪ Banks (and PDs) can operate for bilateral transactions
14:50	Cut-Off for Customer Payments		<ul style="list-style-type: none"> ▪ MT1xx transactions are no longer accepted ▪ Participants clear pending payment instructions ▪ Only MT2xx payment instructions accepted ▪ All management functions available e.g.: priority changes and cancellations
15:15	Cut-Off for Interbank Transfers Final Cut-off		<ul style="list-style-type: none"> ▪ No further payment instructions received ▪ Monitoring facilities continue ▪ All pending payment instructions JamClear-RTGS are cancelled and the system advises participants
15:20		End of Day	<ul style="list-style-type: none"> ▪ BOJ performs end of day functions ▪ All pending payment instructions JamClear®-CSD are cancelled ▪ DVP and FOP cut-off ▪ Archive of information;

Time	Activity		Description
	RTGS	CSD	
			<ul style="list-style-type: none"> ▪ Generation of reports; ▪ Upload of data to GL ▪ JamClear®-CSD Upload to Vision ▪ JamClear®-CSD System shutdown
15:30	End of Day		<ul style="list-style-type: none"> ▪ BOJ performs end of day functions ▪ Archive of information; ▪ Generation of reports; ▪ Upload of data to GL ▪ JamClear®-RTGS System shutdown