

THE SPECIAL ECONOMIC ZONES ACT

The Special Economic Zones Regulations, 2017

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SCHEDULES.



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THE SPECIAL ECONOMIC ZONES ACT

THE SPECIAL ECONOMIC ZONES REGULATIONS, 2017

In exercise of the power conferred upon the Minister, after consultation with the Authority, by section 49 of the Special Economic Zones Act, the following Regulations are hereby made:

PART I—*Preliminary Provisions*

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| Citation. | 1. These Regulations may be cited as the Special Economic Zones Regulations, 2017. |
| Scope of Application. | 2. These Regulations shall apply to all Special Economic Zones established in Jamaica in accordance with the Act and these Regulations. |
| Interpretation. | 3. In these Regulations, unless the context requires otherwise—
“Act” means the Special Economic Zones Act; |

“Administrator” means any person who is—

- (a) an officer or employee of the Authority;
- (b) a member of the Board;
- (c) the Chief Executive Officer;
- (d) a member of a committee appointed by the Board;

“applicant” means, as the case may require, a business entity that makes a written proposal or an application, to—

- (a) the Authority for a SEZ pre-approval letter or a SEZ Developer Agreement;
- (b) a developer for a subconcession;
- (c) the Authority for an authorization on behalf of a zone user, in the manner provided for under these Regulations;

“approved enterprise” has the meaning assigned to it in the Act;

“Authority” has the meaning assigned to it in the Act;

“authorized SEZ activity” means an economic or social activity undertaken by a developer, an occupant or a zone user in a SEZ, which—

- (a) is not an excluded activity within the meaning of section 41 of the Act; and
- (b) does not—
 - (i) contravene public policy, public safety or national security;
 - (ii) violate any applicable environmental, heritage or labour laws; or
 - (iii) violate any intellectual property rights;

“Board” has the meaning assigned to it in the Act;

“Business Acceleration Centre” means an administrative office, whether a physical structure or an electronic platform, established by the Authority, to facilitate the effective provision of administrative services to a developer, an occupant, a zone user, sponsor and a SEZ resident through the effective coordination with the competent authorities;

“business entity” means any public, private or mixed public-private entity incorporated under the *Companies Act*;

“CARICOM national” means a person who—

- (a) is a citizen of a Member State; or
- (b) has a connection with a Member State of the kind which entitles him to be regarded as belonging to, or if it be so expressed, as being a native of or resident of the Member State for the purposes of the laws thereof relating to immigration;

“Chairman” means the Chairman of the Board;

“Chief Executive Officer” has the meaning assigned to it under the Act;

“competent authority” means any national, municipal or local government agency, directorate, department or such other authority having concurrent or shared jurisdiction over SEZ lands, operations or activities;

“concept master plan” means the project plan that generally identifies the main components of a developer’s detailed master plan, including general land uses, road networks, plot and land-area layouts, as well as the location of planned infrastructure, buildings and other structures;

“concession agreement” has the meaning assigned to it under the Act;

“construction observer” means a person who is selected and approved by the Authority, in consultation with the Planning Department, to exercise any or all of the following powers, duties, and responsibilities—

- (a) to determine, in consultation with the Authority and the Planning Department, the zoning, landscaping, design and construction standards to be applied to construction works in a SEZ;
- (b) to monitor the development of all stages of SEZ-related construction works (including infrastructure) in accordance with the obligations set forth in the Fifth Schedule to the Act, these Regulation and any applicable law;
- (c) to report to the Authority on the progress of all stages of SEZ-related construction works in accordance with the reporting procedures established by the Authority; and
- (d) to undertake other contractual duties, responsibilities and obligations imposed by the Authority;

“continuing beneficiary” has the meaning assigned to it under Part IX of the Act;

“Customs Agency” means the Jamaica Customs Agency;

“customs duties,” means the duties payable by a business entity under the *Customs Act*;

“Customs Laws” has the meaning assigned to it under the *Customs Act*;

“customs territory” has the meaning assigned in the Act;

“detailed master plan” means an applicant’s project plan that identifies in detail—

- (a) the full plot and land area layout, sketch plans, and designs of a proposed SEZ;
- (b) the infrastructure plan;
- (c) the final land-use plan; and
- (d) all infrastructure and building construction drawings, including proposed height limits, setback requirements and density parameters in each proposed land-use designation or area;

“detailed SEZ development plan” means an applicant’s detailed master plan, together with its detailed technical economic feasibility study, that includes the business plan and financial analysis, that sets out, among other technical, economic, business and financial evaluations, all social mitigation measures and phased development and zoning plans as specified in these Regulations;

“developer” has the meaning assigned to it in the Act;

“effective date” has the meaning assigned to it in the Act;

“existing Free Zone” has the meaning assigned to it under Part IX of the Act;

“exportation” means the act of shipping goods or providing ancillary services—

- (a) directly from a SEZ customs controlled area to either the customs territory or outside the customs territory; or
- (b) from the customs territory to a SEZ customs controlled area,

and include re-exports;

“final decision” means any final administrative decision issued by the Authority or the Minister, as the case may be, pursuant to the

procedure prescribed in the Act, or the final decision made pursuant to these Regulations and includes—

- (a) the denial of any application or proposal, as the case may be, for a SEZ pre-approval letter, SEZ Developer Agreement, subconcession, licence, authorization, permit or certificate under the Act or these Regulations, or
- (b) the suspension, cancellation or modification, amendment or variation of a SEZ pre-approval letter, agreement, subconcession, lease, licence, authorization, permit or certificate under the Act or these Regulations;

“final land use plan” means the proposed detailed land uses in each of the separately-designated land-use subdivisions, parcels, plots, and areas of the proposed SEZ, such as light, medium and heavy industry land uses, as prescribed by any applicable guidelines issued by the Authority;

“fit and proper person” has the meaning assigned to it in paragraph 3 of Part II of the Third Schedule to the Act;

“fixed lease payment” has the meaning assigned to it in the Act;

“Free Zone Promoter” has the meaning assigned to it under Part IX of the Act;

“Free Zone Tenant” means any person approved by the Free Zone Promoter under the repealed Act to carry out authorized economic activities in a free zone as a tenant thereof;

“government company” has the meaning assigned in the Act;

“importation” means the act of directly entering any goods of any foreign origin into, or directly providing any services of any foreign origin in, the customs territory from either outside the customs territory or from a SEZ customs controlled area;

“infrastructure” means a physical structure developed primarily to serve a SEZ area, and includes a road, airport, port, dam, telecommunications facility, electric power generation, transmission and distribution facilities, including industrial buildings, office blocks, warehouses, storage areas, sanitation facilities, health care facilities, educational and leisure facilities, fire stations, clinics, police stations, customs inspection areas and parking lots;

“licence agreement” has the meaning assigned to it in the Act;

“master concession” has the meaning assigned to it in the Act;

“Member State” means a Member State of the Caribbean Community in accordance with Article 3 of the Revised Treaty, excluding an Associate member within the meaning of Article 231 of the Revised Treaty of Chagharamas establishing the Caribbean Community, including the CARICOM Single Market and Economy, signed at Nassau, Commonwealth of the Bahamas on the 5th day of July, 2001;

“occupant” has the meaning assigned to it in the Act;

“off-site infrastructure” means the infrastructure provided outside the perimeters of an established SEZ, including public utility, transport and other infrastructure connections to a SEZ;

“on-site infrastructure” means the infrastructure provided inside the perimeters of an established SEZ;

“operating certificate” has the meaning assigned to it in the Act;

“preliminary land-use plan” means the general land uses in each of the separately-designated land-use subdivisions, parcels, plots, and areas of the proposed SEZ, including industrial, commercial, logistics, education, residential, and open-space land uses;

“private property rights” means all private property rights and interests in all of their constituent forms and parts, including all private assets, leasehold estates, and contract rights, whether such private property rights and interests are immovable, movable, tangible, or intangible, however divided and wherever situated in, or in relation to a SEZ;

“public-private partnership arrangement” means the legal relationship between public and private parties based on a contractual agreement or other legal instrument, such as a concession agreement, lease, joint venture, management contract, a build operate transfer (BOT), a build own operate (BOO), or a build own operate transfer (BOOT) arrangement, whereby the parties jointly agree to develop, operate, maintain and promote a SEZ;

“register” has the meaning assigned to it in the Act;

“related person” in relation to an Administrator means—

- (a) a company or body corporate of which the person beneficially owns or controls, directly or indirectly, shares or debentures convertible into shares that carry more than twenty percent of the voting rights—

- (i) under all circumstances;

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- (ii) by reason of the occurrence of an event that is continuing; or
 - (iii) by reason of a currently exercisable option or right to purchase those shares or those convertible debentures;
- (b) a partner of that person acting on behalf of the partnership of which they are partners;
 - (c) a trust or estate in which that person has a substantial beneficial interest or in respect of which he serves as a trustee, or in a similar capacity;
 - (d) a spouse of that person;
 - (e) a child, step child or adopted child of that person;
 - (f) an immediate relative of that person or his spouse;

“repealed act” means the *Jamaica Export Free Zones Act*;

“Revenue Laws” means the Acts referred to in the First Schedule to the Act, including the Assets Tax (Specified Bodies) Act, the Income Tax Act, the General Consumption Tax Act, the Property Tax Act, the Stamp Duty Act, and the Transfer Tax Act;

“security interest” has the meaning assigned to it in the *Security Interest in Personal Property Act*;

“SEZ” means a Special Economic Zone;

“SEZ area” means the delimited geographical area of any SEZ, as designated in the governing SEZ Developer Agreement (whether a master concession or a licence agreement) that is executed by the Authority and a developer;

“SEZ building completion certificate” means the certificate issued by the Authority in accordance with the construction standards and building permit guidelines of the Authority, that certifies that the person to whom it has been issued has completed the authorized construction work in a SEZ in accordance with the specifications set forth in the governing SEZ building permit;

“SEZ building permit” means a permit issued by the Authority that authorizes the commencement of SEZ construction work, including infrastructure, in conformity with all civil engineering and planning specifications under the *Town and Country Planning Act* and any other relevant law and any internationally recognized standards, including any international development guidelines and

infrastructure development plans as adopted by a directive of the Board;

“SEZ business entity” means a business entity that is a developer, an occupant or a zone user;

“SEZ Certificate of Residency” means a certificate issued by the Authority to a person in accordance with Part XI that authorizes the person to reside in a SEZ residential area as a SEZ resident in accordance with the Act, these Regulations or guidelines issued by the Authority;

“SEZ customs controlled area” means a geographically delimited, fenced in, physically secured, and restricted access area comprising SEZ lands that are subject to the control and supervision of the Customs Agency, under the *Customs Act*, the Act, or these Regulations, that is situated outside the customs territory for purposes of exempting the assessment or imposition of customs duties, taxes, tariffs and levies, as well as any other customs charges, fees, permits, licences or requirements;

“SEZ Developer Agreement” means a licence agreement or a master concession executed between the Authority and a developer pursuant to the Act and these Regulations under which the developer exercises certain rights and assumes certain obligations when designing, financing, constructing, developing, operating, managing, maintaining and promoting a SEZ;

“SEZ lands” refers to all public and private lands, as divided into separate subdivisions, parcels, plots and individual areas within any plot, that comprise a SEZ;

“SEZ occupancy permit” means the permit issued by the Authority to a SEZ business entity that authorizes the commencement of authorized SEZ activities with regard to any infrastructure to be constructed by the SEZ business entity;

“SEZ pre-approval letter” means the letter that is issued by the Authority to an applicant which constitutes the preliminary administrative approval of an applicant’s proposal to obtain a SEZ Developer Agreement, (whether a master concession or licence agreement), which confers on the applicant certain provisional rights and obligations as specified under these Regulations;

“SEZ resident” means a natural person who is issued with a SEZ Certificate of Residency by the Authority in accordance with these Regulations;

“single entity Zones” has the meaning assigned to it in section 17(1) of the Act;

“site-lease agreement” has the meaning assigned to it under the Act;
 “Special Economic Zone” has the meaning assigned to it under the Act;
 “Special Economic Zone Fund” has the meaning assigned to it under the Act;
 “sponsor” has the meaning assigned to it under the Act;
 “subconcession” has the meaning assigned to it under the Act;
 “zone user” has the meaning assigned to it under the Act.

PART II—*Administrative Mission and Co-ordination
of the Authority*

Central office of the Authority. 4. The Authority shall have a central office and may establish branch offices anywhere in Jamaica.

Establishment and maintenance of Business Acceleration Centres. 5.—(1) Pursuant to section 6(j) of the Act, the Business Acceleration Centre to be established may take the form of physical office structures, on line websites or electronic platforms.

(2) The Business Acceleration Centre shall render administrative services to all sponsors, developers, occupants, zone users and SEZ residents, in accordance with the applicable scheme of services as established by the applicable guidelines issued by the Board.

(3) The applicable guidelines to be established pursuant to paragraphs (1) and (2) shall require that the Business Acceleration Centre provide intermediated services that seek to—

- (a) expedite the establishment, development, operation, maintenance, promotion, administration and regulation of all SEZs by providing administrative assistance on a fast-track basis; and
- (b) facilitate, on an expedited basis, the issue of all required approvals and authorizations under the Act, these Regulations, and any applicable law including SEZ pre-approval letters, SEZ Developer Agreements, operating certificates, site lease agreements, SEZ occupancy permits, zone user authorizations, subconcessions, SEZ Certificates of Residency, SEZ building permits, SEZ building completion certificates, as well as all applicable environmental permits and clearances, health, sanitary and safety permits, taxpayer and customs identification numbers and any other authorization required by law.

(4) The Business Acceleration Centre shall maintain all relevant information on the official website of the Authority in order to facilitate information sharing and the efficient administration of SEZs.

Establishment
and
maintenance
of website.

6.—(1) The Chief Executive Officer shall cause to be established and maintained, an official website of the Authority, to facilitate information sharing and the efficient administration of SEZs.

(2) Pursuant to paragraph (1), the official website of the Authority shall contain all applicable information and application forms that are required for the purposes of obtaining SEZ pre-approval letters, SEZ Developer Agreements, subconcessions, licences, permits, certificates, authorizations and other required approvals under the Act and these Regulations.

Administrative
coordination.

7.—(1) The Authority shall execute memoranda of understanding (MOUs) with the competent authorities as are identified by the Board in an effort to coordinate with such competent authorities, through its Business Acceleration Centre, so as to ensure the efficient coordination, administration, and regulation by the competent authorities with all SEZs.

(2) All competent authorities shall retain their respective administrative jurisdiction under existing applicable law to regulate the SEZs.

(3) Each Business Acceleration Centre shall consult with the relevant competent authorities to resolve any conflicts that may obstruct any investment in a SEZ, and shall provide administrative solutions to a sponsor or developer who is experiencing any impediment, delay or other difficulty with regard to the undertaking of an investment in a SEZ.

PART III—*General Rules of Conduct Governing Administrators
and Related Persons*

Rules of
conduct.

8.—(1) An Administrator or any related person shall not accept any form of compensation for any personal benefit from any sponsor, developer, occupant, zone user or SEZ resident, or on behalf of any person with whom the Administrator or the related person has a personal business or financial relationship.

(2) An Administrator shall not arrange for any compensation for the benefit of any related person in connection with the performance by the Administrator of any function under the Act or these Regulations.

(3) An Administrator or a related person shall not knowingly accept for himself, or on behalf of any person with whom the Administrator or the related person has a personal business or a financial relationship, any gift or credit, if the acceptance of the gift or credit would result, or would give the appearance of resulting, in a conflict of interest with respect to the exercise, performance, or discharge of any powers, duties, obligations or responsibilities of the Administrator under the Act or these Regulations.

(4) Where an Administrator or a related person knowingly has any personal, financial, or business interest in any matter brought for deliberation or decision before the Authority, the Administrator shall disclose in writing, the conflict of interest to the Board and shall be disqualified from participating in any deliberation or decision with regard to the matter.

(5) Every Administrator shall submit a sworn written statement in the applicable form provided by the Authority, upon his employment with the Authority, before discharging any function, duty, obligation or responsibility on behalf of the Authority.

Treatment
of
confidential
information.

9.—(1) All confidential information acquired by an Administrator in the course of his official duties on behalf of the Authority shall be kept secret and the confidential information shall not be—

- (a) used for any personal gain; and
- (b) disclosed without the express written consent of the person who provided the confidential information to the Authority, or except when the disclosure of such information is required by a competent judicial or arbitration tribunal.

(2) An Administrator who contravenes paragraph (1) commits an offence and is liable, on summary conviction before a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding one year.

PART IV—*Approval Process for Granting of, SEZ
Pre-Approval Letter SEZ Developer
Agreement and Operating Certificate*

Obtaining of
SEZ
Developer
Agreement
to develop,
operate,
maintain and
promote
SEZ.

10.—(1) Only a developer that has entered into a SEZ Developer Agreement with the Authority shall have the legal authority to develop, operate, maintain or promote a SEZ in accordance with the Act and these Regulations.

(2) Subject to the provisions of the Act and these Regulations, a developer that wishes to develop, operate, maintain and promote a SEZ shall obtain a SEZ Developer Agreement from the Authority.

(3) In order to obtain a SEZ Developer Agreement to undertake any of the activities referred to in paragraph (1), a developer shall first obtain a SEZ pre-approval letter from the Authority.

Requirement
for SEZ pre-
approval
letter.

11. Pursuant to regulation 10(3), in order to obtain a SEZ pre-approval letter from the Authority, the developer, (hereinafter referred to as the applicant) shall submit a written proposal to the Authority.

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- Applicant's written proposal.
12. The written proposal referred to in regulation 11 shall be made in the applicable form set out on the official website of the Authority and shall contain the following information—
- First Schedule.
- (a) proof of payment of the non-refundable fee set out in the First Schedule;
- (b) a certified copy of the memorandum and articles of association and certificate of incorporation of the applicant;
- (c) a certified copy of the taxpayer registration number of the applicant and if applicable, the General Consumption Tax (GCT) registration number issued by the Tax Administration Jamaica;
- Second Schedule.
- (d) a preliminary business plan outlining the information provided in the Second Schedule, including a technical economic feasibility study and a preliminary business financial plan together with a concept master plan and a preliminary land-use plan that generally describe the nature and projected value of the investments to be carried out at the SEZ, including estimated investments relating to SEZ design, financing, construction, development, services, operations, maintenance and promotion activities and projected development costs issued to be incurred by the applicant during the different development phases of the proposed SEZ;
- (e) where the application relates to entry into a licence agreement, relevant land-occupancy documents as evidenced by either—
- (i) a certified copy of the certificate of the legal right to land ownership or occupancy;
- (ii) a certified copy of a long term lease agreement, the duration of which is at least twenty years or such other period as may be specified by the Authority; or
- (iii) alternatively, any documents establishing that the applicant is in the process of obtaining occupancy rights to the proposed SEZ lands;
- (f) an affidavit demonstrating that the lands comprising the proposed SEZ are not subject to any dispute or any actual or impending legal liability or contingency that could give rise to a legal claim relating to land occupancy;
- (g) where applicable, an affidavit, together with supporting documents, that demonstrate that third party public or private land owners of the proposed land area have declared their written consent to the proposed SEZ;

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- (h) a description of the number of hectares or acres of land allocated for the proposed SEZ, that is based on a preliminary site survey as set out in the applicant's concept master plan and preliminary land-use plan, including the location, size and site qualifications of the land area in question, such as topography, soil conditions, human settlements, environmental constraints, landmarks and the number of Jamaican business entities projected to carry out activities at the site as occupants of the SEZ;
 - (i) a written statement providing that the concept master plan and preliminary land-use plan, including all proposed SEZ construction, are compatible with the applicable land-use, urban planning, zoning, construction, design and landscaping laws and standards;
 - (j) a preliminary description of the quality, condition, and size of existing infrastructure at or near the proposed SEZ site, together with any on site and off site infrastructure that the applicant intends to have constructed at the proposed SEZ site;
 - (k) maps or other abstracts of the proposed SEZ land area showing all transportation networks;
 - (l) the class or kind of SEZ proposed at the site, whether a multi-purpose SEZ, a specialized SEZ, such as a maritime or aviation related SEZ, or a single-entity SEZ, subject to section 17 of the Act and these Regulations;
 - (m) the estimated number of workers to be employed by the applicant at the SEZ and their skill levels; and
 - (n) any additional information required by the Authority that supports the establishment and development of the SEZ; provided that the Authority affords the applicant reasonable notice to provide such information.

Procedure for
issuance of
SEZ letters of
approval.

13.—(1) Where the Authority considers that the written proposal submitted under regulation 12 is deficient, it shall, within fourteen days of the receipt of the written proposal, notify the applicant of the deficiencies.

(2) An applicant shall, within twenty-one days of the receipt of the notice under paragraph (1), resubmit a written proposal correcting the deficiencies; otherwise the Authority shall reject the written proposal unless an application for extension of time to submit a corrected written proposal has been made by the applicant and granted by the Authority.

(3) Subject to paragraph (4), where the Authority does not issue a written notice outlining any deficiencies, the written proposal shall be deemed to have sufficiently complied with the requirements under regulation 12.

(4) Notwithstanding paragraph (3), the Authority may request that an applicant amend its written proposal during the evaluation process whenever such action is deemed necessary to achieve the purposes of the Act and these Regulations: However the applicant shall be afforded reasonable notice to comply with such request.

(5) The Authority may also authorize an applicant to amend its written proposal based on a written request received from the applicant.

(6) The Authority shall, upon receipt of a written proposal that is complete, discharge the following administrative duties—

- (a) in accordance with any applicable guidelines issued by the Board, conduct a preliminary due diligence exercise concerning the applicant's technical, financial and overall business capacity to undertake the proposed SEZ project;
- (b) coordinate with the relevant competent authorities to conduct, in accordance with any applicable guidelines issued by the Board, an initial background check on the applicant to confirm that the applicant is not engaged in any money laundering or other financial activities, the financing of terrorism or the manufacture or proliferation of weapons of mass destruction and is otherwise a fit and proper person;
- (c) inspect the proposed SEZ land area to which the applicant's written proposal relates; and
- (d) issue or refuse to issue a SEZ pre-approval letter based on an evaluation of the essential criteria set forth in regulation 14(2).

(7) The refusal by the Authority to issue a SEZ pre-approval letter shall be effective, upon the date of issuance by the Authority to the applicant, of a written notice that sets forth the technical, financial and legal basis for the refusal.

(8) In the event that the applicant wishes to challenge the decision of the Authority not to issue a SEZ pre-approval letter, the applicant may invoke the dispute resolution provisions set out under Part XVII of these Regulations.

Essential
criteria for
issuance of
SEZ letter of
approval.

14.—(1) The Authority shall, in reviewing the proposed requirements under regulation 13(6), consider the essential criteria set out in paragraph (2), to determine whether to issue or refuse to issue a SEZ pre-approval letter to an applicant.

(2) Pursuant to paragraph (1), the essential criteria are as follows—

- (a) that the applicant complies with the provisions of paragraph (1) of the Fourth Schedule to the Act;

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- (b) that the applicant is not engaged in of the any activities identified under regulation 13(6)(b);
 - (c) that the applicant's preliminary business plan, technical and economic feasibility study and financial plan together with the concept master plan and the preliminary land-use plan satisfy the evaluation guidelines established by the Board and published on the Authority's official website;
 - (d) that the actual or proposed occupancy of the lands comprising the proposed SEZ is not subject to any actual or impending legal liability or contingency that could give rise to a legal claim relating to land occupancy;
 - (e) where applicable, that the third-party public or private occupants of the proposed SEZ land area have declared their consent to the proposed SEZ;
 - (f) that the land area in question, including its location, topography, and soil quality, together with the proposed SEZ design, planning and construction is generally compatible with the governing standards on land-use and urban-planning in addition to any internationally recognized orders, standards, practices or guidelines adopted by the Authority;
 - (g) that the proposed SEZ land area has access to actual or proposed off-site infrastructure;
 - (h) that the proposed SEZ covers the minimum land area specified by the applicable Board guidelines for the class or kind of SEZ in question; and
 - (i) that the class or kind of SEZ in question is designed for multiple business entities or SEZ residents unless the applicant is seeking the designation of a single entity SEZ in accordance with section 17 of the Act and the relevant provisions of these Regulations.

(3) Where the Authority determines that a complete written proposal submitted by an applicant satisfies the essential criteria set out in paragraph (2) it shall issue a SEZ pre-approval letter to the applicant.

(4) The issuance of an SEZ pre-approval letter shall constitute an affirmative preliminary administrative decision rendered by the Authority, that the proposal submitted by the applicant satisfies the minimum threshold requirements necessary for the execution of a SEZ Developer Agreement and shall entitle the applicant to supplement its written proposal in accordance with regulation 15, in order to enter into a SEZ Developer Agreement with the Authority.

(5) Subject to paragraph (6), the issuance of a SEZ pre-approval letter shall not entitle an applicant to commence any development, operation, maintenance, or promotion activities at the proposed SEZ site.

(6) Notwithstanding paragraph (5) and regulation 15, the Authority may, based on the evaluation of an applicant's written proposal under regulation 12, make a recommendation to the Minister for—

- (a) the approval or denial of the proposal to establish a SEZ; or
- (b) the issuance or denial of a SEZ Developer Agreement, in accordance with regulation 16(10).

(7) An applicant who contravenes paragraph (5) commits an offence and is liable, upon summary conviction in a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months.

Requirements
of issuance of
SEZ
Developer
Agreement.

15.—(1) Subject to regulation 14(6), to acquire a SEZ Developer Agreement (whether a master concession or a licence agreement), an applicant shall submit to the Authority a supplementary written proposal on the form provided by the Authority and published on its official website, which shall set out the following additional information—

- (a) a detailed description of all economic and social activities proposed to be carried out by the applicant and the prospective occupants and zone users at the proposed SEZ, together with any transfer of technology and technical training plans contemplated by the project and the probable economic impact of the SEZ on the national and local economies and on consumers;
- (b) a detailed SEZ development plan (prepared in light of the approved general planning scheme issued by the competent authority, with regard to height limits, setback requirements, and density parameters in each land-use designation), as supplemented by the three most recent financial statements of the applicant;
- (c) a written statement as to whether the proposed SEZ will be within, or adjacent to, a customs inspection area, port or airport;
- (d) a written description of any existing economic activities being carried out in or near the proposed SEZ site;
- (e) a written statement explaining the need for SEZ services at the proposed site (as supported by business surveys, detailed market-demand studies, and expressions of interest from potential SEZ business entities);

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- (f) information projecting the amount of any population resettlement resulting from the construction and development of the proposed SEZ, together with any resettlement plans or mitigation measures;
 - (g) a written statement concerning any plans for the future expansion of the proposed SEZ site;
 - (h) environmental impact and strategic environmental assessments, including proposed mitigation measures, as required by any related environmental laws;
 - (i) the estimated time schedule for the design, construction and activation of the proposed SEZ site, including any phased design, construction and activation plans;
 - (j) the proposed physical security measures, construction techniques or other means to be employed by the applicant to separate the different SEZ development areas, if any, from one another, as well as from the customs territory;
 - (k) a schedule of fees to be charged for any goods, services, on-site infrastructure, or other structures to be provided directly or indirectly by the applicant at the proposed SEZ site;
 - (l) a written statement specifying the applicant's verifiable financial resources, including total capital and debt that supplements the detailed business plan;
 - (m) the technical capacity and previous experience of the applicant or any of the applicant's subcontractors with any class or kind of SEZ or other large-scale real estate projects, such as engineering design, construction, project operation, and service provision; and
 - (n) any additional information deemed relevant by the Authority; provided that the Authority affords the applicant reasonable notice to provide such information.

(2) An applicant may submit draft supplement proposals to the Authority for review.

Timelines for submission of supplementary written proposal.

16.—(1) An applicant shall submit the supplementary written proposal that is required under regulation 15 within one hundred and twenty days after the date of receipt of the SEZ pre-approval letter.

(2) An applicant's failure to comply with the time limit referred to in sub-regulation (1), shall, by final decision, result in the automatic revocation of the SEZ pre-approval letter.

(3) Where the Authority considers the supplementary written proposal to be deficient, it shall, within sixty days of the receipt of same, notify the applicant of the deficiencies:

However, the Authority may extend the time limit for legitimate administrative reasons.

(4) An applicant shall, within thirty days of the receipt of the notice under paragraph (3), correct the deficiencies and submit a corrected supplementary proposal to the Authority for approval.

(5) An applicant's failure to comply with the time limit specified in paragraph (4) shall, by final decision, result in the automatic revocation of the SEZ letter of approval.

(6) In the event that the Authority does not provide an applicant with a notice outlining any deficiency within the time specified in paragraph (3), the applicant's entire proposal, including all supplementary information, shall be deemed to be completed for the purposes of administrative scrutiny.

(7) Notwithstanding paragraph (6), the provisions of regulation 13(4) and (5) shall apply, *mutatis mutandis*, to any complete supplementary written proposal.

(8) The Authority shall, within one hundred and twenty days of receipt of a completed supplementary proposal, discharge the following administrative duties—

- (a) conduct, in accordance with the applicable Board guidelines, a follow-up due diligence exercise concerning the applicant's technical, financial and overall business capacity to undertake the proposed SEZ project;
- (b) consider the essential criteria in regulation 14; and
- (c) submit to the Minister for approval, in accordance with section 22 of the Act, the recommendations of the Authority.

(9) The Authority shall not enter into a SEZ Developer Agreement with an applicant unless the completed supplementary proposal of the applicant satisfies the additional criteria as specified in the Third Schedule.

Third
Schedule.

(10) The Minister shall, within sixty days from the date of receipt of the recommendations of the Authority, make a final determination on the—

- (a) approval or denial of the proposal to establish an SEZ; and
- (b) issuance or denial of an SEZ Developer Agreement.

(11) In cases in which the Minister, by final decision, approves the establishment of a SEZ, the Minister shall—

- (a) notify the applicant of his decision within fourteen days of making the decision; and
- (b) publish an order to that effect in accordance with section 22 of the Act.

(12) Upon the publishing of the Order by the Minister and the execution of the SEZ Developer Agreement, the applicant shall be issued with an operating certificate in accordance with section 23 of the Act.

(13) Where the Minister denies the approval of the proposal to establish an SEZ, the Minister shall, within fourteen days of making the decision, provide the applicant with a written notification that sets out the reasons for the decision.

(14) An applicant who is aggrieved by the final decision of the Minister under paragraph (10), may invoke the dispute-resolution provisions provided under Part XVII of these Regulations.

Additional provisions applicable to Single Entity Zones.

17.—(1) In addition to the matters specified in section 17(2) of the Act, the Minister shall take into account the following matters, in deciding whether in the public interest, approval should be given for the development of a single entity Zones—

- (a) the proximity of the proposed development to an office of the Customs Agency for purposes of effective customs regulatory oversight and, if not, whether the applicant is amenable to defraying all necessary costs to ensure on-site customs regulatory enforcement;
- (b) whether the establishment of the single entity Zone would place an undue regulatory burden on the Authority or on any other competent authority; and
- (c) any additional factors recommended by the Authority and duly approved by the Minister.

(2) An applicant who wishes to receive the designation as a single entity Zone shall include such designation in its written proposal made under this Part and all the provisions of these Regulations relating to the designation, development and operation of SEZs shall apply *mutatis mutandis* to a single entity Zone].

(3) The Authority shall set out on its official website, the procedures governing the establishment of a single entity Zone.

Execution of a SEZ Developer Agreement. 18. Where the Minister makes an order pursuant to section 22 of the Act, a SEZ Developer Agreement shall be executed between the applicant and the Authority within ninety calendar days after the date of publication of the Order.

Terms and conditions of a Developer Agreement. 19.—(1) A developer who has been issued with a SEZ Developer Agreement shall be bound by the terms and conditions of the SEZ Developer Agreement.

(2) For the purposes of paragraph (1), a SEZ Developer Agreement shall—

- (a) generally set forth the specific terms and conditions governing the design, financing, development, operation, maintenance or promotion rights and obligations (except any incentive rights) anti speculation measures and promotion of the SEZ, including whether the developer has the authority to subcontract any of its design, financing, development, operation, maintenance or promotion rights and obligations to any third-party business entity;
- (b) provide for the name and address of the principal place of business of the developer and its related investors, including its sponsor;
- (c) provide for the class or kind of SEZ authorized by the Authority, whether a general multi-purpose SEZ, a specialized SEZ or a single entity Zone;
- (d) state the geographical location, map coordinates, and specific demarcated boundaries, as well as the corresponding property registration of the SEZ lands comprising the declared SEZ as issued by the National Land Agency in accordance with applicable law;
- (e) list all the activities that the developer is entitled to carry out in the SEZ;
- (f) state any conditions which need to be satisfied before the SEZ Developer Agreement takes full effect, including any financing or permitting requirements applicable to the developer;
- (g) provide for the period of duration, as well as the conditions for renewal or extension, of the SEZ Developer Agreement;
- (h) provide for all fees payable by the developer to the Authority (including the annual operating certificate fee) in accordance with the fees stipulated in the First Schedule; and
- (i) provide for such other information as the Authority may consider necessary.

First Shedule.

Fourth
Schedule.

(3) The operating certificate which the Authority is required to issue to the developer pursuant to section 23 of the Act, shall be issued within ten days of the date of execution of the SEZ Developer Agreement and shall be in the form set out in the Fourth Schedule.

(4) A developer shall be entitled to commence authorized SEZ activities at the SEZ upon the date of the issuance of the operating certificate.

Legal effects
of SEZ
Developer
Agreement
and operating
Certificate.

20.—(1) The issuance of a SEZ Developer Agreement and an operating certificate shall entitle the developer to—

- (a) design, finance, develop, operate, maintain and promote the SEZ in strict accordance with the terms and conditions of the Act, these Regulations, the SEZ Developer Agreement and the operating certificate; and
- (b) subcontract, in whole or in part, the performance of any of its SEZ design, financing, development, operation, maintenance, promotion rights and obligations (except any incentive rights) to any third-party business entity by means of any legal arrangement, provided that the Authority gives prior written approval of such arrangement.

(2) Without prejudice to paragraph (1)(b), and the SEZ Developer Agreement, the developer shall bear the ultimate legal responsibility for the design, financing, development, operation, maintenance or promotion of the SEZ, whether the developer subcontracts some or all of its design, financing, development, operation, maintenance, promotion rights and obligations to any third party business entity.

(3) In the event that a developer subcontracts some or all of its design, financing, development, operation, maintenance or promotion obligations to a third party business entity, the developer shall retain, by virtue of a sub contracting agreement executed with such third party business entity, a level of control over the business entity that enables the developer to adhere to its legal obligations under the Act, the SEZ Developer Agreement and these Regulations.

(4) Paragraph (3) shall apply to the transfer of any SEZ lands by a developer to any third-party business entity performing any design, financing, development, operation, maintenance, or promotion activities under the Act and these Regulations.

(5) Where the SEZ Developer Agreement is a master concession, the Authority shall execute a site-lease agreement with the developer that shall be subject to the automatic termination, extension, or renewal provisions set out in paragraph 8 of the Fifth Schedule to the Act.

(6) Unless approved in writing by the Authority and except as provided in section 31 and the Fifth Schedule to the Act, a developer shall

not sell, convey, assign, subcontract, or otherwise transfer, by any means in whole or in part, a SEZ Developer Agreement or an operating certificate to any third party.

(7) A developer who contravenes paragraph (6) commits an offence and is liable—

- (a) on summary conviction in a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months; and
- (b) to the automatic revocation of the SEZ Developer Agreement and the cancellation of the operating certificate.

Amendment of the SEZ Developer Agreement or operating certificate. 21.—(1) Any amendment or modification to a SEZ Developer Agreement or the operating certificate relating thereto shall be governed by the provisions of the Act and the SEZ Developer Agreement.

*PART I—Revocation of a SEZ Developer Agreement and
Cancellation of Operating Certificate and
Selection and Approval of Substitute
Developer*

Revocation of SEZ Developer Agreement or cancellation of operating certificate. 22.—(1) Subject to the provisions of paragraph (3), where any of the circumstances under paragraph (2) occur, the Authority may revoke a SEZ Developer Agreement and cancel the operating certificate relating thereto before the expiration of the date stipulated therein.

(2) The circumstances referred to under paragraph (1) are follows—

- (a) where the developer commits repeated violations of the Act or these Regulations or the terms of the SEZ Developer Agreement;
- (b) where the developer fails to adhere to the construction timelines stipulated in the SEZ Developer Agreement; or
- (c) where the developer suspends its activities for a period of more than one month, without having received the prior written consent from, or providing any written notification to, the Authority.

(3) Before revoking the SEZ Developer Agreement or cancelling the operating certificate under paragraph (1), the Authority shall give the developer at least thirty days written notice of its intention to do so and afford the developer an opportunity to be heard.

(4) If the developer wishes to be heard, the developer shall request a hearing within twenty-one days of the receipt of the notice under paragraph (3) and failure to do so within this time frame shall result in the automatic waiver of the hearing.

(5) The Authority shall hold the hearing pursuant to paragraph (3) before the expiration of the thirty day notice period.

(6) If the developer does not exercise its right to challenge the decisions of the Authority to revoke the SEZ Developer Agreement and to cancel the operating certificate relating thereto, the revocation and cancellation shall take effect on the expiration of thirty days after the developer receives the written notice from the Authority pursuant to paragraph (3).

(7) Where the right of the developer to be heard pursuant to paragraph (4) is exercised by the developer, the effective date of the decision shall be as provided in regulation 23.

(8) The Authority shall revoke a SEZ Developer Agreement and cancel the operating certificate relating thereto where the developer—

- (a) sells, conveys, assigns, or otherwise transfers, in whole or in part, the SEZ Developer Agreement or the operating certificate relating thereto, to a third party business entity, without the prior express written approval of the Authority, in breach of the Act, these Regulations or the terms of the SEZ Developer Agreement;
- (b) fails to pay or evades the payment of any required taxes owed to a competent authority;
- (c) deliberately provides false or misleading information, declarations, or representations in its proposals as an applicant for a SEZ pre-approval letter or a SEZ Developer Agreement; or
- (d) engages in any excluded activity specified under section 41 of the Act or as specified in SEZ Developer Agreement or any other applicable law.

Right to challenge decision to revoke SEZ Developer Agreement and cancel operating certificate.

23.—(1) A developer whose SEZ Developer Agreement has been revoked and the operating certificate relating thereto cancelled, may challenge the Authority's decisions to do so in accordance with the dispute resolution provisions set out in Part XVII.

(2) A developer shall cease to enjoy the SEZ rights and privileges granted under a SEZ Developer Agreement and an operating certificate relating thereto upon the conclusive revocation of the SEZ Developer Agreement and the cancellation of the operating certificate relating thereto.

Consequences of revocation of SEZ Developer Agreement and cancellation of operating certificate.

24.—(1) Where a SEZ Developer Agreement has been revoked and the operating certificate relating thereto cancelled, the business entity shall cease to enjoy the status of a developer with effect from the date on which the final decision of the Authority takes effect.

(2) If the circumstances warrant, the Authority or any competent authority may take any legal action available under any applicable law against the developer, as may be appropriate, including the imposition of any applicable penalties, arising under the Act or these Regulations.

(3) The Authority may require the developer, whose SEZ Developer Agreement has been revoked and the operating certificate relating thereto cancelled, to repay to the Government any taxes and duties that were previously exempted or exonerated under the Act and the Authority shall notify the Commissioner General of Tax Administration Jamaica, the Commissioner of Customs, and any relevant competent authority, of the revocation and cancellation of a SEZ Developer Agreement and the operating certificate, respectively.

(4) Any successor in interest to the developer shall be jointly liable for any tax and duty repayment owed.

(5) Where the SEZ Developer Agreement is a master concession, then, on the revocation of the SEZ Developer Agreement and the cancellation of the operating certificate relating thereto, the assets of the developer shall become the property of the Authority in accordance with section 30 of the Act, subject to any rights to compensation specified in the SEZ Developer Agreement.

(6) Where the SEZ Developer Agreement is a licence agreement, then, the assets of the developer shall be disposed of in accordance with the provisions of the licence agreement, due regard being paid to any compensation that may be owed to the developer.

(7) On the revocation of a SEZ Developer Agreement that is a licence agreement and the cancellation of an operating certificate relating thereto, the Authority shall immediately assume the interim responsibility for the management and operation of the SEZ and as a result, the Authority should be empowered to make such arrangements as it considers necessary, having regard to the legal rights of any holders of security interests granted by the developer in accordance with the SEZ Developer Agreement.

Effect of revocation and cancellation of SEZ Developer Agreement and operating certificate on occupants and zone users.

25. Where a SEZ Developer Agreement is revoked and the operating certificate relating thereto cancelled, the occupants and zone users shall have the legal right to continue to conduct authorized SEZ activities in accordance with their respective subconcessions or authorizations.

Selection and approval of a new developer.

26.—(1) Where a SEZ Developer Agreement has been revoked and the operating certificate relating thereto is cancelled, in relation to a developer that is within a SEZ that is situated on public lands that are vested in the Authority, the Authority shall have a duty to select a new developer, in accordance with applicable procurement laws, policies and procedures.

(2) In selecting and approving a new developer, the Authority shall have regard to the legal rights granted to the former developer, including rights to the occupants and zone users.

(3) Pursuant to paragraph (1), where the developer had been operating on private or public lands that were not vested in the Authority, the Authority shall be empowered to authorize or approve a new developer.

(4) In cases involving a master concession in relation to a SEZ that is situated on lands vested in the Authority, the Authority shall—

- (a) on the first day immediately following the date of revocation of the Developer Agreement, and the cancellation of the operating certificate, publish in a major newspaper of national circulation in Jamaica, in any international journals considered appropriate by the Authority, and in any other publication, an expression of interest that requests all eligible applicants to substitute in whole or in part for the developer;
- (b) select the most suitable developer as the substitute developer in conformity with applicable procurement laws, policies and procedures and publish such selection on its official website, in a newspaper of national circulation in Jamaica, and in any other publication.

(5) In cases involving a licence agreement in relation to a SEZ situated on land that is not vested in the Authority, the Authority—

- (a) shall be responsible for approving the substitute developer and where a developer has been approved, shall publish notice of the approval on its official website and in a major newspaper of national circulation in Jamaica;
- (b) shall be authorized to consult and coordinate with all competent authorities to take any legal action available under any applicable law against a former developer in any case where such action is deemed necessary in the context of the substitution of the developer.

(6) In cases where there is no eligible applicant to substitute for the developer whose SEZ Developer Agreement has been cancelled, within a period of one year thereafter, the Authority shall exercise all of the rights and fulfill all of the obligations so as to protect the interests of any affected occupant or zone user.

(7) The Authority shall, during the interim period between the final decision to revoke a SEZ Developer Agreement and the cancellation of the operating certificate, and up to the time that a substitute developer is selected or approved, exercise all of the legal rights and perform all of the legal obligations of the former developer and may also take such actions in relation to such rights and obligations, as it thinks appropriate, subject to all applicable laws and legal rights.

PART VI.—*Establishment of SEZs on Authority's Initiative and
Expansion of Established SEZ*

SEZ
established on
initiative of
Authority.

27.—(1) The Authority shall develop guidelines to assist it in deciding whether or not to make a recommendation to the Minister, to designate a geographical area as a SEZ under section 18.

(2) When a SEZ is designated, on the initiative of the Minister pursuant to section 18 of the Act, the Authority shall be authorized to assume responsibility for designing, financing, developing, operating, maintaining, and promoting the SEZ, so long as it enters into a public-private partnership arrangement in accordance with the applicable law.

Expansion of
a SEZ that is
already
established.

28.—(1) An established SEZ may be expanded at the request of a developer.

(2) The Authority may expand the perimeters of an established SEZ at any time, but shall observe the procedure on expansion set out in the Act and these Regulations.

Fifth
Schedule.

(3) A developer that wishes to expand a SEZ shall submit to the Authority, a written proposal for expansion in the form provided in the Fifth Schedule accompanied by the following supporting documentation—

- (a) documents indicating that the developer has the right to occupy the relevant land, which may be either a certified copy of the certificate of the legal right to land occupancy, or a certified copy of a long-term lease agreement; the duration of which shall be at least twenty years or such other period as specified by the Authority;
- (b) a detailed description of all economic and social activities to be carried out in the expanded SEZ, together with any transfer of technology and technical training plans contemplated by the project and the probable economic impact of the SEZ expansion on the national and local economies and on consumers;
- (c) a detailed SEZ development plan that includes a final business plan (prepared in light of the approved general planning scheme issued by the competent authority, especially with regard to height limits, setback requirements, and density parameters in each land-use designation), as supplemented by the three most recent financial statements of the developer;
- (d) a written description of any existing activities being carried out in or near the proposed SEZ expansion site;
- (e) a written statement explaining the need for SEZ services at the proposed SEZ expanded site as supported by business surveys, detailed market demand studies or expressions of interest from potential business entities;

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- (f) information projecting the amount of any population resettlement resulting from the construction and development of the proposed SEZ expansion site, together with any resettlement plans or mitigation measures;
 - (g) environmental impact and strategic environmental assessments, including proposed mitigation measures, as required by the applicable environmental laws;
 - (h) the estimated time schedule for the design, construction, and activation of the proposed SEZ expansion site;
 - (i) the proposed physical security measures and construction means to be employed by the developer to separate the different SEZ development areas, if any, from each other and from the customs territory, in view of the proposed expanded SEZ site;
 - (j) a schedule of fees to be charged for any goods, services, infrastructure, or other structures provided directly or indirectly by the developer at the proposed expanded SEZ site; and
 - (k) any additional information deemed relevant by the Authority.

(4) A proposal for SEZ expansion shall be subject to the approval procedures and eligibility criteria set out in these Regulations.

(5) Where the Authority makes a recommendation to the Minister for approval of a proposal to expand a SEZ, and the Minister approves, the approval shall be signified by an order published in the Gazette.

(6) Pursuant to paragraph (5), following the publication of the order, the Authority shall amend the SEZ Developer Agreement executed with the developer and issue an amended operating certificate.

(7) Subject to paragraph (8), the execution of an amended SEZ Developer Agreement, together with the issue of an amended operating certificate shall entitle the developer to commence authorized SEZ activities within the expanded SEZ site on the effective date of execution of the amended SEZ Developer Agreement.

Fifth
Schedule.

(8) The relevant fees prescribed in the First Schedule in respect of the expansion of a SEZ and the amendment of the SEZ Developer Agreement and the operating certificate shall be paid.

PART VII.—Provisions Relating to Developers

General
provisions
governing
developers.

29.—(1) In conformity with paragraph 1(a) of the Fourth Schedule to the Act, only a business entity registered under the Companies Act may carry out the activities of a developer in a SEZ.

(2) A business entity that carries out activities as a developer pursuant to a SEZ Developer Agreement shall enjoy the rights and comply with the obligations set out in the Act and these Regulations.

Qualification requirements for developers.

30. In order to qualify as, and maintain the legal status of, a developer, a business entity shall comply with the following legal conditions—

- (a) be the signatory to a SEZ Developer Agreement executed with the Authority;
- (b) be the holder of an operating certificate;
- (c) in the case of a SEZ established pursuant to a master concession, be the signatory to a site lease agreement executed with the Authority in accordance with the applicable SEZ Developer Agreement, the operating certificate, and the governing lease agreement.

Legal rights of developers.

31.—(1) A developer shall be entitled to the following legal rights under the Act and these Regulations to—

- (a) acquire and maintain occupancy rights with respect to SEZ lands and other assets situated on such lands in conformity with the Act and these Regulations;
- (b) acquire assets situated on SEZ lands in conformity with the Act and these Regulations;
- (c) transfer legal occupancy rights with respect to SEZ lands and other assets located on such lands to other business entities within the SEZ in accordance with the Act, these Regulations, the governing SEZ Developer Agreement and operating certificate, or the applicable site-lease agreement, as the case may be;
- (d) establish, modify and collect rental payments due the developer from occupants in accordance with the governing subconcession, or from zone users in conformity with the governing authorization;
- (e) develop and service the SEZ lands and other assets situated on such lands in accordance with the Act, the Regulations, and the governing SEZ Developer Agreement and operating certificate;
- (f) provide or cause to be provided, all utilities and other basic services inside the SEZ consistent with the requirements of the occupants and zone users in accordance with the Act, these Regulations, any other applicable law, and the governing SEZ Developer Agreement and operating certificate, and to charge fees for such services in cases where such utilities or other basic services are provided directly by the developer;

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- (g) operate, maintain, and promote the SEZ under any legal arrangement in accordance with the Act, these Regulations, the governing SEZ Developer Agreement and operating certificate, and any applicable internal operating guidelines relating to a SEZ;
 - (h) enter into subcontracting arrangements with private third party business entities, for the design, financing, development, servicing, operation, maintenance, and promotion of the SEZ, SEZ lands, on-site infrastructure, off-site infrastructure, and other assets, subject to the conditions specified in the governing SEZ Developer Agreement;
 - (i) employ Jamaican nationals, CARICOM nationals and foreign nationals, in accordance with the employment laws and other applicable laws;
 - (j) receive compensation for any disruption of its operation or loss or damage resulting from any willful or grossly negligent acts or omissions committed by any competent authority;
 - (k) be entitled to the benefits and incentives set out in Part V of the Act and the First Schedule to the Act and as specified in these Regulations under Part XII;
 - (l) modify or amend the detailed master plan approved by the Authority, subject to the procedural requirements specified in any guidelines issued by the Authority; and
 - (m) exercise any other rights under the Act, the Regulations, and the governing SEZ Developer Agreement and operating certificate.

(2) The rights specified in paragraph (1) shall be granted for the period during which the developer maintains the status of developer in accordance with the provisions of the Act and these Regulations.

Legal obligations of developers.

32.—(1) All developers (regardless of whether the SEZ is subject to a master concession or licence agreement) as well as their subcontractors, shall comply with the following general obligations—

- (a) to adhere to the Act, these Regulations and any other applicable law governing the SEZ Developer Agreement and the operating certificate;
- (b) to provide and maintain, suitable markings that effectively demarcate the lands comprising the SEZ, including demarcating any customs controlled areas and the customs territory, as well as providing fencing around the perimeter of the SEZ area as required by paragraph 3(1) of the Fifth Schedule to the Act;
- (c) to commence operations for the development, design, financing, and construction of assets on the SEZ lands, including on-site

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- infrastructure, transportation connections and residential areas, in accordance with any applicable law, including the governing legal requirements under the Act, these Regulations, the governing SEZ Developer Agreement, the operating certificate and the relevant SEZ building permit;
- (d) to maintain at all times all assets situated on the SEZ lands, including all on-site infrastructure, as well as all utilities and other basic services described in the applicable SEZ Developer Agreement, in operational working condition;
 - (e) to grant the Government, including any competent authority or any duly authorized employee or representative thereof, general access to the SEZ as is necessary to facilitate the effective discharge of the legal powers, duties and responsibilities of the Government or the competent authority;
 - (f) to provide for private security within the SEZ to the extent necessary to ensure the proper and orderly conduct of SEZ authorized activities, as well as to provide general security measures for the overall SEZ area and to abide by and implement instructions issued by any competent authority aimed at enhancing security within the SEZ, and to grant special access to any competent authority for the deployment of national, municipal, or local security personnel in the SEZ area as is necessary by such competent authority;
 - (g) to develop and operate the SEZ in a reasonable commercial manner in accordance with the Act, these Regulations, and the governing SEZ Developer Agreement and the operating certificate;
 - (h) to provide, free of charge, suitable accommodation and amenities as the Authority and the Customs Agency may reasonably require;
 - (i) on a bi-annual basis, (by the 15th day of the first month subsequent to the relevant six-month period), to submit reports to the Authority, in a form approved by the Authority, which shall provide for the following information in respect of a SEZ—
 - (i) the total monetary value of SEZ investments undertaken by the developer, occupants and zone users during the preceding calendar quarter, and the investments projected for the forthcoming calendar quarter;
 - (ii) the area of SEZ lands under development or operation and the assets constructed thereon;
 - (iii) the SEZ occupancy rate;
 - (iv) the number of employees of the developer working in the SEZ, as well as their gender and nationality;

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- (v) the utility service availability, as well as usage and consumption rates, in the SEZ;
 - (vi) the average prevailing lease rates and service charges applicable to business entities;
 - (vii) the number, size, employment, investment, and business activities of all business entities in the SEZ during the pertinent period;
 - (viii) the aggregate volume and value of all other sales, including all sales made in the same or in another SEZ customs controlled area, as well as any sales made in the customs territory and any other information deemed relevant by the Authority; provided that the Authority shall afford the developer reasonable notice to submit such information; and
 - (ix) any other information considered relevant by the Authority, including a record of all plant, machinery, equipment, raw materials, and goods processed or manufactured in the SEZ for periodic examination by the Customs Agency; provided that the Authority affords the developer reasonable notice to submit the information;
- (j) to adhere to the performance requirements of the phased development, operation, and maintenance schedule for the SEZ as specified in the governing SEZ Developer Agreement, as well as to the financial development and operation obligations required by the Authority, such as the amount of, and time schedule for, capital and debt financing;
 - (k) to provide communication systems, computer equipment and furniture when constructing public buildings in a SEZ, in a manner that is consistent with the applicable SEZ Developer Agreement;
 - (l) to be legally liable to the Authority for all the construction works or services performed by a contractor or subcontractor as if performed, or failed to be performed by the developer;
 - (m) to develop, operate, manage, and promote the SEZ on a fair and non-discriminatory basis so as to provide prospective occupants and zone users with an equal opportunity to apply for, and obtain, occupant or zone user status, upon the satisfaction of the eligibility criteria established in the Fourth Schedule to the Act and in the provisions of these Regulations that prescribe, respectively, qualification requirements for occupants and zone users and the general principles governing zone users;

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- (n) to provide the level of technical training to all workers employed by the developer, in accordance with the applicable SEZ Developer Agreement;
 - (o) to comply with the governing labour, occupational health and immigration obligations specified under these Regulations;
 - (p) to pay all required fees, taxes or any other charges owed to the Authority or any competent authority, including the annual operating certificate fees and applicable lease payments;
 - (q) to provide all necessary labour and materials for the storing, examining, packing, marking, cooperating, weighing and taking stock of any goods in any SEZ whenever the Customs Agency so requires;
 - (r) to keep all company books, records, accounts, and financial statements in conformity with international financial reporting and audit standards, including the relevant revenue laws as specified in section 42(4) of the Act;
 - (s) to obtain the prior written approval of the Authority when transferring any occupancy rights with respect to SEZ lands and other assets pursuant to the relevant provisions of these Regulations;
 - (t) to set fees for any utilities or other basic services provided by the developer in the SEZ in conformity with reasonable commercial considerations as regulated by applicable law;
 - (u) to provide restaurant and other food service facilities, as well as medical and training facilities, where applicable, at the declared SEZ as required by the governing SEZ Developer Agreement and operating certificate;
 - (v) to provide relevant commercial information to SEZ business entities to enable such entities to make informed decisions under the Act and the Regulations concerning their SEZ investments;
 - (w) to promote the SEZ in coordination with the Authority both nationally and internationally;
 - (x) to comply with the applicable environmental obligations under the Act and to undertake, to the satisfaction of the Authority and the National Environment and Planning Agency, reasonable steps to control air, land, and sea pollution by any oils, chemicals, emissions, hazardous materials, effluents, solid waste or other by-products emanating from the authorized SEZ activities carried out by the developer; and

- (y) to comply with any other obligation under any applicable law, including the Act, these Regulations, and the governing SEZ Developer Agreement and operating certificate.

(2) In addition to complying with the general obligations applicable to developers as set out in paragraph (1), a developer who is subject to a master concession shall have the following specific obligations—

- (a) to pay a fixed lease payment to the Authority in accordance with a site-lease agreement executed under the master concession pursuant to section 29(2) of the Act and regulation 20;
- (b) to convey any assets to the Authority as required in accordance with section 30 of the Act, these Regulations, and the master concession upon the expiration or revocation thereof, and the subsequent cancellation of the operating certificate relating thereto;
- (c) to coordinate with the Authority in order to determine the applicable zoning, landscaping, design, and construction standards prior to the commencement of any construction work on the SEZ lands; and
- (d) to maintain insurance applicable to the assets and infrastructure of the SEZ, as well as for any infrastructure that is leased by the developer from the Authority in accordance with paragraph 15 of the Fifth Schedule to the Act.

(3) In addition to complying with the general obligations under paragraph (1) a developer who is subject to a licence agreement shall be required to exercise due diligence and the highest standard of care to ensure that its financial affairs are conducted in accordance with industry best practices and to provide suitable accommodation and amenities for an employer of a competent authority, (in addition to employees of the Customs Agency) or their designated representatives as are necessary for the execution of their duties, obligations, and responsibilities as specified in the SEZ Developer Agreement.

(4) In addition to the obligations under paragraphs (1) and (3), a developer who is subject to a licence agreement executed with the Authority shall comply with paragraph 17 of the Fifth Schedule to the Act.

Anti-speculation provisions.

33.—(1) A developer who fails to comply with regulation 32(1)(a) and (c) shall be subject to the anti-speculation measures specified in the governing SEZ Developer Agreement which may include—

- (a) the suspension or cancellation of the applicable incentives conferred under the Act and these Regulations; or
- (b) the revocation of the governing SEZ Developer Agreement and the cancellation of the operating certificate relating thereto.

(2) In addition to the sanctions which may be imposed under paragraph (1), the Authority or any competent authority shall be authorized to take any other legal action available under any applicable law against the developer to achieve the purposes of the Act and these Regulations.

PART VIII.—Provisions Relating to Occupants of a SEZ

General provisions and prohibition. 34.—(1) The grant of a subconcession by a developer to an occupant shall be in accordance with sections 34 and 35 of the Act.

(2) A developer shall comply with section 36(1) of the Act prior to entering into a subconcession with an occupant.

(3) A business entity shall not hold itself out to be an occupant in a SEZ unless the business entity has entered into a subconcession with the developer.

(4) A business entity that contravenes paragraph (1) commits an offence and is liable, upon summary conviction before a Parish Judge, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months.

Requirements for SEZ occupants. 35. In order to qualify as, and to maintain the status of, an occupant, a person shall be, and remain a business entity, and shall comply with the following conditions—

- (a) be a signatory to a subconcession executed with the developer; and
- (b) maintain legal occupancy rights to the SEZ lands in conformity with the governing subconcession.

Application for a SEZ subconcession. 36.—(1) Pursuant to section 34 of the Act, an applicant who wishes to enter into a subconcession with a developer shall submit a written application to the developer in the form set out on the official website of the Authority accompanied by the following—

- First Schedule.
- (a) a non-refundable application fee as set out in the First Schedule;
 - (b) a written statement that describes the proposed activities to be carried out by the applicant at the SEZ;
 - (c) proof that the proposed activities constitute a new investment and are compatible with the approved detailed master plan;
 - (d) a business plan, together with a description of the relevant markets, whether foreign or domestic, or both, into which the applicant proposes to sell its finished products or render its services;
 - (e) a financial plan that establishes that the applicant possesses issued and paid-up share capital in the amount of no less than

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- twenty-five thousand United States dollars as specified in paragraph 1(d) of the Fourth Schedule to the Act, unless the applicant qualifies as a MSME;
- (f) the estimated time schedule for the design, construction and activation of the occupant facilities;
 - (g) the estimated number and nationality of the workers, together with their skill levels, to be employed by the applicant;
 - (h) evidence, to the satisfaction of the developer, that the proposed installations, activities, goods, materials, and waste of the business entity conform to all applicable environmental, health, safety, and security laws;
 - (i) a certified copy of the memorandum and articles of association and certificate of incorporation of the applicant established under the Companies Act;
 - (j) a certified copy of the taxpayer registration number of the applicant established as a business entity and, where applicable, the GCT registration number issued by Tax Administration Jamaica;
 - (k) an affidavit setting out all relevant commercial information of the applicant, including its name, address, nationality, owners, board of directors (or equivalent management committee), auditors and bankers, as well as the capital ownership shares of the applicant;
 - (l) any environmental impact assessment, where applicable, undertaken pursuant to the Natural Resources Conservation Act or any other applicable law; and
 - (m) any additional information required by the developer that supports the issue of a subconcession; provided that the developer shall allow a reasonable time for the submission of the information by the applicant.

(2) The application submitted under paragraph (1) may be used by the developer as the legal basis to obtain an authorization from the Authority in accordance with Section 36(1) of the Act and the provisions of these Regulations.

Review of
application
and grant of
subconcession.

37.—(1) Where the developer determines that the application for a subconcession is deficient, the developer shall notify the applicant within seven days of the receipt of the application and shall specify the deficiencies.

(2) Pursuant to paragraph (1), the applicant shall correct the deficiencies and submit a corrected application within fifteen days of such notification; otherwise, the developer may reject the application.

(3) In the event that a deficiency notice is not provided to the applicant within the period specified under paragraph (1) the application shall be deemed to be complete.

(4) Notwithstanding paragraph (3), a developer may request an applicant to supplement its application at any time during the evaluation process whenever such action is deemed necessary to achieve the purposes of the Act and these Regulations.

(5) The developer may also permit an applicant to amend its application based on a written request received from the applicant that is approved in writing by the developer.

Contents of
the SEZ
subconcession.

38.—(1) A subconcession shall set out, at a minimum, the following information—

- (a) the name of the occupant;
- (b) the specific demarcated boundaries of the area of SEZ lands and facilities allocated to the occupant;
- (c) all authorized SEZ activities to be undertaken by the occupant at the SEZ;
- (d) the conditions warranting, and the procedures governing, the amendment or modification of the subconcession;
- (e) the duration and renewal conditions applicable to the subconcession;
- (f) the causes for termination or revocation of the subconcession; and
- (h) any other information that the developer or the Authority, as the case may be, thinks is relevant.

(2) An occupant who wishes to amend or modify any of its authorized SEZ activities shall obtain the prior written approval from the developer who, in turn, shall obtain the requisite authorization from the Authority in accordance with Section 36(1) of the Act and these Regulations.

(3) Where an occupant or a developer fails to comply with paragraph (2), the Authority shall be authorized to take any other legal action available under any applicable law against the occupant or developer to achieve the purposes of the Act and these Regulations.

(4) A subconcession shall be valid for the period stipulated by the parties in the subconcession, but the period shall not exceed the term of the SEZ Developer Agreement between the developer who is granting the subconcession and the Authority and shall also be consistent with the provisions of the Fourth Schedule to the Act.

(5) Unless otherwise jointly approved in writing by both the developer and the Authority, an occupant shall not sell, convey, assign, or otherwise transfer in whole or in part a subconcession to a third party.

(6) An occupant who contravenes paragraph (6) commits an offence is liable, on summary conviction before a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months and shall also be liable to the automatic revocation of the subconcession.

Occupant's
legal rights
and
obligations.

39.—(1) An occupant shall have the following legal rights during the period of a subconcession, unless the Act, these Regulations or the subconcession specify otherwise—

- (a) to occupy SEZ lands in conformity with the Act and these Regulations;
- (b) to conduct any authorized SEZ activity at the SEZ;
- (c) to transfer any assets;
- (d) to be entitled to the use of common on-site infrastructure that is in operational condition;
- (e) to acquire all utilities and other basic services from any authorized provider of such services in Jamaica;
- (f) to employ Jamaican nationals, CARICOM nationals and foreign nationals, including managers and technical staff in conformity with the applicable laws relating to labour and immigration;
- (g) to be entitled to the benefits and incentives under the First Schedule to the Act, provided that the occupant complies with the applicable benefit and incentives requirements;
- (h) to transfer funds freely in and out of Jamaica in accordance with the Act and other applicable law;
- (i) where applicable, to submit a complaint to the Authority alleging that any fees charged by a developer or any other service provider in the SEZ, including fees for any lease agreement or any utility or other basic services, do not reflect prevailing competitive market prices in Jamaica; and
- (j) to exercise any other rights set out in the governing subconcession.

(2) A occupant shall have the following obligations during the period of the subconcession unless the Act, these Regulations or the subconcession specify otherwise—

- (a) to observe the requirements of the Act, these Regulations, the governing subconcession, and the internal operating guidelines applicable at the SEZ;

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- (b) to carry out all authorized SEZ activities, including the construction of production or commercial facilities on SEZ lands, in accordance with the business performance schedule set forth in the subconcession and SEZ building permit;
 - (c) to refrain from performing any excluded activities specified under section 41(1) of the Act;
 - (d) to comply with all agreements entered into between the Authority and the developer granting the subconcession in relation to landscaping, zoning, design and construction standards;
 - (e) to maintain, in adequate operational condition, in conformity with the subconcession, all occupant facilities and all on-site infrastructure situated on SEZ lands that are under the direct control of the occupant;
 - (f) to pay all required fees, taxes, or any other charges owed to the developer, the Authority or any competent authority, including any applicable user fees;
 - (g) to provide the level of technical training to all workers employed by the occupant as required by the subconcession;
 - (h) to submit, by the 15th day of the month subsequent to the relevant calendar quarter, quarterly reports to the developer and the Authority in the form approved for that purpose by the Authority and published on its official website, which shall provide for the following information—
 - (i) the total monetary value of all its SEZ investments;
 - (ii) the size, employment, and business activities of the occupant, including the number and gender of workers employed;
 - (iii) the volume and value of all SEZ exports and all export markets;
 - (iv) the volume and value of all other SEZ sales, including all sales made in the same or in another customs controlled area, as well as any sales made to the customs territory;
 - (v) the volume and value of raw materials admitted by the occupant into a customs controlled area during the previous calendar quarter;
 - (vi) production of semi-finished and finished products, including any by-products, during the previous calendar quarter;

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- (vii) the volume and value of all raw materials, semi-finished or finished products, and by-products that are maintained in an inventory, or are in transit as of the last business day of the previous calendar quarter;
 - (viii) any waste stock, together with the manner of disposal, during the previous calendar quarter;
 - (ix) any loss of products or merchandise through evaporation, processing, damage, spillage, leakage, or other causes; and
 - (x) any other information considered relevant by the developer and the Authority, as the case may be; provided that the occupant be given a reasonable time within which to submit the information.
- (i) to submit by the 15th day of the first month of each financial year, an annual report to the developer and the Authority in a form approved by the Authority and published on its official website, which shall provide for the following information—
 - (i) the total monetary value of the SEZ investments undertaken by the occupant during the preceding financial year and the investments projected for the forthcoming year;
 - (ii) the area of SEZ lands under operation and the assets constructed thereon;
 - (iii) the information (as compiled on an annual basis) that is required under paragraph (h); and
 - (iv) any other information considered relevant by the developer and the Authority, as the case may be, provided that the developer and the Authority give the occupant in question a reasonable time within which to submit the information;
 - (j) to comply with the applicable environmental obligations prescribed in these Regulations and to undertake, to the satisfaction of the Authority and the National Environment and Planning Agency, reasonable steps to control air, land, and sea pollution by any oils, chemicals, emissions, hazardous materials, effluents, solid waste, or other by-products emanating from the authorized SEZ activities carried out by the occupant;
 - (k) to adhere to the governing labour, occupational health, and immigration obligations set out in these Regulations and any applicable law;

- (l) to comply with the logistical and security requirements established by the Commissioner of Customs and Excise for any occupant engaged in authorized SEZ activities involving goods to which the *Excise Duty Act* applies;
- (m) subject to section 44 of the Act, to comply with all SEZ customs procedures, requirements and formalities set forth in the laws relating to customs;
- (n) where applicable, to obtain SEZ building permits issued by the Authority before commencing, in the SEZ, the construction of any on-site infrastructure, including any building, facility or other structure;
- (o) to keep all company books, records, accounts, and financial statements in conformity with the applicable international financial reporting and auditing standards, including the relevant revenue laws as specified in section 42(4) of the Act;
- (p) to comply with paragraph 4(7) of the First Schedule to the Act; and
- (q) to comply with any other obligation under the Act, or these Regulations, or under any applicable law as well the relevant sub-concession.

Transfer of land and other assets by a SEZ occupant.

40.—(1) The following conditions shall be satisfied before an occupant transfers the whole or a part of any lands or assets located in the SEZ:

- (a) the person to whom the land or asset is to be transferred, shall agree to accept the legal rights and assume the same obligations set out in the subconcession by which the occupant was bound; and
- (b) the Authority and the developer shall approve of the transaction in writing.

(2) A developer shall ensure that a subconcession meets the requirements of section 35 of the Act.

(3) Any transfer of land or assets in violation of these requirements shall be null and void.

Anti-speculation measures in relation to occupants.

41.—(1) The failure of an occupant to carry out the authorized SEZ activities according to the time schedules specified in the subconcession may result in the imposition on the occupant, by the Authority, of anti-speculation measures which could include the suspension of any applicable incentives or the revocation of the subconcession.

(2) Where the situation so warrants, the Authority or a competent authority may also take legal action available under any law on account of the failure of the occupant in this regard.

Revocation
of sub-
concession.

42.—(1) A developer may, after consultation with the Authority, revoke a subconcession for the following reasons—

- (a) repeated violations of the Act, these Regulations or the subconcession; or
- (b) where the occupant fails to satisfy the performance requirements referred to under regulation 39.

(2) A developer shall inform the Authority, as soon as the developer becomes aware that the occupant has—

- (a) failed, in breach of the subconcession, to maintain the occupancy rights of the lands located in the SEZ;
- (b) sold, conveyed, assigned or otherwise transferred, the whole or a part of the subconcession to a third party without the express written approval of the developer and the Authority;
- (c) transferred, in whole or in part, any SEZ lands or any other assets situated on such lands to any third party without imposing on the third party the same obligations, or granting the same rights as are applicable in the governing subconcession, and without obtaining the prior written permission of the Authority and the developer, as required under these Regulations;
- (d) ceased business operations for a continuous period of ninety days and fails to receive a written extension from the Authority, upon the recommendation of the developer;
- (e) sought bankruptcy protection or has been declared bankrupt under the *Insolvency Act* or under any applicable law in a foreign jurisdiction;
- (f) deliberately provided false or misleading information, declarations, or representations in its application to obtain a subconcession; or
- (g) engaged in any other prohibited, restricted, unlawful or illicit activity as specified in the Act, these Regulations, the governing subconcession, the Customs Laws or any other applicable law.

(3) Pursuant to paragraph (2), the Authority may take the decision, after consultation with the developer, to recommend to the developer that an occupant's subconcession be revoked.

(4) A subconcession should not be revoked by a developer unless the occupant has been given at least thirty days prior written notice by the developer, of its intention to revoke the subconcession and an opportunity to be heard.

(5) An occupant who is given written notice under paragraph (4) shall, within twenty one days of receipt of the notice, challenge the proposal to

revoke the subconcession and failure to do so within this period will operate automatically as a waiver of the right to be heard and where the challenge is made within the specified time, the developer shall hear the occupant before the expiration of the thirty day notice period.

(6) The decision of a developer to revoke a subconcession may be challenged in accordance with the dispute resolution provisions set out in Part XVII.

(7) The date of the revocation of a subconcession shall be thirty days from the date on which the occupant receives the written notification from the Authority, if the decision to revoke has not been challenged, pursuant to the dispute resolution provisions under these Regulations.

(8) Where the dispute resolution procedure has been invoked and the decision of the developer is upheld, the date of the revocation shall be the day on which the dispute is finally resolved, as evidenced by the date of the judgment or a decision of a Court, arbitrator, councilor or mediator.

Consequences
of revocation
of a sub-
concession.

43.—(1) On the date of revocation of a subconcession, an occupant shall cease to enjoy the status of an occupant.

(2) Where applicable, the Authority, developer or a competent authority may take legal action available under any applicable law against an occupant whose subconcession has been revoked.

(3) An occupant whose subconcession is revoked in accordance with these Regulations—

- (a) shall be required to repay to the Government any taxes and duties that were previously exempted under the Act, and the Authority shall notify the Commissioner General of Tax Administration Jamaica of the revocation of the subconcession;
- (b) shall be jointly liable with any successor in interest, to the occupant's subconcession for any tax and duty repayment described in such subconcession;
- (c) may, upon the approval of the Authority and the developer in writing, transfer its assets, in whole or in part, to any third-party business entity upon the settlement of its claims and debts, so long as the third party business entity agrees to undertake the same legal obligations and to be subject to the same legal rights as set out in the original subconcession.

Voluntary
discontinuation
of occupant
activities.

44.—(1) Where an occupant wishes to voluntarily discontinue any authorized SEZ activities, it shall provide the developer with prior notice in writing, at least sixty days before the intended date of discontinuation.

(2) Where an occupant has ceased business operations in the SEZ for a continuous period of ninety days, this shall be a basis for the revocation of the subconcession, unless both the Authority and the developer have jointly approved an extension upon an application being made by the occupant.

(3) Where revocation occurs pursuant to paragraph (2), the occupant may transfer, all or part of its assets, to a third party business entity after it has settled its claims and debts and has obtained the approval of the developer and the Authority in conformity with sections 34 and 35 of the Act:

However, no transfer shall be effected unless the third party business entity agrees to undertake the same legal obligations as are set out in the original subconcession.

PART IX.—*Provisions Relating to Zone Users*

Application
for
authorization
by zone user.

45.—(1) A business entity or an individual (hereinafter referred to as an “applicant”), that wishes to carry on an activity in a SEZ shall apply to the developer in the applicable form published by the Authority on its official website.

(2) An application under paragraph (1) shall be accompanied by—

- (a) And affidavit setting out all relevant commercial information of the business entity, including its name, address, nationality, owners, board of directors (or equivalent management committee), auditors, and bankers, as well as the capital ownership shares of the business entity;
- (b) a written statement that describes the proposed services, activities or facilities to be carried out by the business entity at the SEZ;
- (c) in the case of a business entity body corporate which is, a certified copy of the memorandum and articles of association and certificate of incorporation of the applicant under the *Companies Act* or, alternatively, such other documentation as required by the Authority for an applicant that is not, such as partnerships or other associations;
- (d) a certified copy of the applicant’s taxpayer registration number and, if applicable, the GCT registration issued by Tax Administration Jamaica, as the case may be;
- (e) the relevant fee.

(3) The developer shall review the application and if it is satisfied that the applicant is able to carry on the activity, the developer shall make a

written request to the Authority for the issue of an authorization to the zone user.

(4) Pursuant to section 39(6) of the Act, the Authority shall comply with such logistical and security requirements as may be specified by the Commissioner of Customs and Excise.

(5) The Authority shall issue an authorization if it is satisfied that the application meets all the prescribed requirements and the activities proposed are authorized SEZ activities and where the Authority is not so satisfied, it shall reject the application and provide a written statement to that effect, together with reasons for the rejection.

(6) An authorization issued by the Authority shall make explicit the legal rights and obligations of the zone user and shall contain provisions relating to the duration, renewal, voluntary discontinuation, suspension, cancelation, or revocation of the authorization.

(7) The authorization shall also specify that the zone user shall not be entitled to the benefits or incentives granted under the Act, other than the exemption from stamp duty under paragraph 7(2) (b) of the First Schedule to the Act.

(8) A person who, without an authorization issued by the Authority, undertakes any activity or a Non-Core Business Service in the zone, commits an offence and is liable, on summary conviction before a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months.

PART X.—Provisions Relating to Residents of a SEZ

General provisions applicable to SEZ residents.

46.—(1) SEZ residential areas shall be situated outside the customs controlled areas of any SEZ and inside the customs territory.

(2) An individual shall not undertake any residential activity in a residential area of a SEZ, comprising housing, apartments or condominium units except in accordance with the provisions of this Part.

(3) An individual may reside in a residential area within a SEZ only if he is in possession of a SEZ Certificate of Residency issued by the Authority in accordance with the provisions of this Part.

(4) An application for a SEZ Certificate of Residency shall be made to the Authority on the applicable form provided by the Authority on its official website, by an individual who may be a Jamaican national, CARICOM national

or a foreign national, and the applicant shall provide the Authority with the following information and documents—

- (a) a contingent land and asset purchase or lease agreement or letter of intent from the prospective seller or lessor of SEZ lands and real estate, including the developer, to transfer such real property to the individual in question;
- (b) verifiable evidence that the individual has sufficient financial resources to meet the financial requirements of the proposed purchase agreement, lease, or letter of intent; and
- (c) an affidavit in a form provided by the Authority and published on its official web site to be used by a person who is willing to assert that the individual is of good moral character.

(5) Within thirty days of the receipt of an application, the Authority shall determine whether or not to grant its approval and, within that time, shall notify the applicant in writing of the approval or denial of the application, as the case may be.

(6) Where the Authority fails to notify the applicant of the outcome of its deliberations, the application shall be deemed to be approved, so long as it satisfies the substantive requirements set out under this Part.

(7) Where an individual qualifies for the grant of a SEZ Certificate of Residency, the Authority shall, within thirty days after the date of approval, issue the SEZ Certificate of Residency to the individual.

(8) An individual who sells, conveys, assigns or otherwise transfers a SEZ Certificate of Residency to any third party commits an offence and is liable on conviction before a Parish Court to a fine not exceeding one million dollars or to a term of imprisonment not exceeding six months.

Qualification requirements for SEZ residents.

47. In order to qualify as, and maintain the status of, a SEZ resident, an individual shall—

- (a) obtain a written approval from the Authority giving permission to the individual to acquire SEZ lands and real estate located in a SEZ residential area;
- (b) acquire and maintain legal occupancy rights to such SEZ lands and real estate, as the case may be, within sixty days after having obtained the written approval referred to above, unless the Authority extends such time limit; and

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- (c) be the holder of a SEZ Certificate of Residency.
- Legal rights of SEZ residents. 48. SEZ residents shall have the following legal rights—
- (a) to reside in the residential area of the SEZ; and
 - (b) to transfer SEZ lands and any real estate situated in such residential area to authorized third parties in conformity with all applicable law, including the Act, these Regulations, and the SEZ Certificate of Residency; provided that the Authority gives prior written approval for such transaction.
- Legal obligations of SEZ residents. 49. SEZ residents shall have the following legal obligations:
- (a) to comply with all applicable law, as well as the governing SEZ Certificate of Residency, the internal operating guidelines applicable in relation to the SEZ and any leasehold agreement;
 - (b) to pay where applicable, taxes, duties, levies, customs duties and any other applicable charges for any goods of foreign origin imported into any SEZ residential area;
 - (c) to pay personal income tax and other taxes in accordance with the *Income Tax Act*; and
 - (d) where applicable, to comply with all immigration, residence, and visa requirements established by the law relating to immigration.
- Revocation of SEZ Certificates of Residency. 50.—(1) The Authority may revoke a SEZ Certificate of Residency for the reasons provided under paragraph (2), but shall first give the SEZ resident sixty days prior written notice of its intention to do so and afford the resident an opportunity to be heard.
- (2) Pursuant to paragraph (1), the reasons are—
- (a) that the SEZ resident has committed repeated violations of the Act, these Regulations, the SEZ Certificate of Residency or any applicable law; or
 - (b) the SEZ resident voluntarily discontinues residing in a residential area within the SEZ for a continuous period of one year.
- (3) The Authority shall revoke a SEZ Certificate of Residency for the reasons provided under paragraph (4), but shall first give the SEZ resident sixty days prior written notice of its intention to do so and afford the SEZ resident an opportunity to be heard.
- (4) Pursuant to paragraph (3), the reasons are that the SEZ Resident has—
- (a) failed to acquire and maintain legal occupancy rights to the SEZ lands and real estate, as the case may be, within sixty days (or any

extended period given by the Authority) after obtaining the written approval of the Authority to do so;

- (b) failed to pay or evaded the payment of any required customs duties, taxes, or other charges owed to the Authority or any other competent authority;
- (c) deliberately provided false or misleading information, declarations, or representations in its application for a SEZ Certificate of Residency;
- (d) engaged in any other prohibited, restricted, unlawful, or illicit activity as specified in the Act, these Regulations or the governing SEZ Certificate of Residency; or
- (e) been convicted of an indictable offence under any applicable law.

(5) For the purposes of the hearing by the Authority pursuant to paragraph (3), the SEZ resident may challenge the revocation of a Certificate of Residency within thirty days after the receipt of the written notice from the Authority.

(6) Where the SEZ resident fails to comply with the time limit referred to in paragraph (5), this shall result in the automatic waiver of the hearing.

(7) The Authority shall hold the hearing before the expiration of the sixty day notice period.

(8) An individual whose SEZ Certificate of Residency is revoked may invoke the dispute-resolution procedure set out in Part XVII.

(9) Where the resident does not invoke the dispute resolution procedure, the date of revocation of the SEZ Certificate of Residency shall be the sixty days after the SEZ Resident receives the written notification of revocation from the Authority.

(10) Where the dispute resolution procedures are invoked, and if the Authority's decision is upheld, the date of revocation shall be the date of which the dispute is fully resolved as evidenced by the date of the judgment or a decision of a court, arbitrator, councilor or mediator.

(11) The status of a SEZ resident and its attendant benefits shall cease on the date of revocation.

(12) Where an individual ceases to be a SEZ resident, the Authority or any competent authority may take any legal action available under any applicable law against the individual, where warranted.

PART XI.—*Special Provisions Relating to Resident Workers*

Granting of SEZ Certificate of Residency to workers. 51.—(1) The Authority shall grant a SEZ Certificate of Residency to a worker of any nationality once the worker is legally employed by a business entity operating in the SEZ and is provided with housing in the residential area by the business entity.

(2) Pursuant to paragraph (1), the business entity shall be required to provide the Authority with the following—

- (a) a certified copy of the worker's employment contract;
- (b) any required authorizations relating to labour or immigration;
- (c) proof that the worker in question has been assigned to a particular housing unit of a residential area within the SEZ;
- (d) documentation by the business entity attesting that the business entity is satisfied that the worker in question is of good moral character;
- (e) a statement supported by evidence to the satisfaction of the Authority, that the business entity is in compliance with all of the obligations arising under the Act, these Regulations and any applicable law relating to labour and immigration.

(3) Where an employee of a business entity has acquired and maintained a SEZ Certificate of Residency, the employee's spouse and any unmarried child of the employee under the age of twenty one years of age shall acquire and maintain the status of SEZ resident as a dependant of that employee during the period that the employee maintains his status as a SEZ resident under these Regulations.

(4) When the employment contract of an employee expires, then, unless the employee is the owner of the residential property in question, the employee, along with his family members, shall vacate the residential area within the SEZ within one hundred and twenty days after the termination of the governing employment contract.

PART XII.—*Application of Revenue and Tax Law*

Application of Revenue and Income Tax Law. 52. Subject to the provisions of the Act and these Regulations, all laws relating to revenue and income tax shall apply to developers, occupants and zone users.

PART XIII.—*Provisions on the Application of Customs Laws in the Zones*

Designation
by Minister.

53.—(1) The Minister may, after consultation with the Minister responsible for finance, designate, by order published in the Gazette, the whole or part of a SEZ to be a special customs area, which may include a SEZ customs controlled area.

(2) In accordance with section 43(2) of the Act, a SEZ customs controlled area shall be deemed to be situated outside the customs territory for purposes of exempting the assessment, collection, payment, and application of domestic customs duties, GCT, other taxes, tariffs, levies, and other customs charges as provided for in the First Schedule to the Act and the provisions of these Regulations dealing with exemptions, benefits and incentives.

(3) A customs controlled area shall be subject to on-site control, supervision, and oversight by the Customs Agency in accordance with the Act, these Regulations, the Customs Law and any applicable law.

Customs tax
and duty
treatment in
the SEZ
customs
controlled
area.

54.—(1) Notwithstanding the provisions of Part XII, all classes or kinds of merchandise, products, materials, goods or services of Jamaican, CARICOM or foreign origin (that are not otherwise prohibited, restricted, or excluded under the Act, or the Customs Laws,) including raw materials, construction materials, components, inputs, parts, supplies, tools, machinery, equipment and other goods or services, that are admitted by any developer or occupant into a customs controlled area, shall be exempt from the assessment, collection, payment or application of the otherwise applicable customs duties, GCT, other taxes, tariffs, levies and other customs charges.

(2) In conformity with section 43(1)(j) of the Act and the First Schedule to the Act, all classes or kinds of merchandise, products, materials, or goods or ancillary services of Jamaican, CARICOM or foreign origin that are transferred or are otherwise moved within the same or to another SEZ customs controlled area, or to a customs bonded warehouse under the control and supervision of the Customs Agency under the Custom Laws, shall be exempt from the assessment, collection, payment or application of the otherwise governing customs duties, GCT, other taxes, tariffs, levies and other customs charges in accordance with the Customs Laws.

(3) The exemptions set out in Part XIII of these Regulations and this Part shall apply regardless of whether goods are admitted or transferred for storage, exhibition, assembly, manufacture, further processing or re-exporting operations.

(4) Without prejudice to the foregoing, any goods or ancillary services admitted into a SEZ customs controlled area, whether of Jamaican, CARICOM or foreign origin, shall be subject to all other applicable customs rules, procedures and formalities as administered on an expedited basis by the Customs Agency under the Customs Laws and the provisions of regulation 55.

(5) Any merchandise, products, materials, or goods admitted into a SEZ customs controlled area shall undergo the applicable customs procedures under the Customs Laws in the following cases—

- (a) when admitted into a SEZ customs controlled area directly from the customs territory or from outside the national territory of Jamaica; or
- (b) when placed under the applicable customs procedure to benefit from the drawback, refund, repayment or remission of customs duties and other internal taxes, including GCT and excise or stamp duties.

(6) All merchandise, products, materials or goods admitted into a SEZ customs controlled area shall be deemed to be placed under the applicable customs procedure at the moment of their admission into the SEZ customs controlled area.

(7) The Authority and the Customs Agency shall execute a memorandum of understanding setting out applicable principles and procedures for implementation of the Customs Laws in a SEZ customs controlled area.

(8) The memorandum of understanding shall be consistent with the Act and these Regulations.

International
customs
standards.

55.—(1) The memorandum of understanding referred to in regulation 54 shall also include principles and procedures for the implementation, on an expedited basis in a SEZ, of the application of all CARICOM and relevant bilateral, regional and international customs rules in relation to goods entering into, stored in, or exiting from any SEZ customs controlled area.

(2) The Authority shall further coordinate with the Customs Agency to ensure that all governing customs rules, procedures, and formalities shall be administered in such a manner as to comply with the World Trade Organization (WTO) Trade Facilitation Agreement, as well as with the World Customs Organization (WCO) standards, procedures, and requirements, including those specified in the International Convention on the Simplification and Harmonization of Customs Procedures, as amended (Revised Kyoto Convention), with respect to the entry, admission, importation, exportation, storage, transit, transfer, exit, and other movement of merchandise in all SEZs, including in all SEZ customs controlled areas.

(3) The standards, procedures and requirements referred to in paragraph (2) may include—

- (a) Global Positioning System (GPS) and other computerized cargo tracking systems;

- (b) standardized single, consolidated, and electronic customs declarations;
- (c) risk based entry examinations;
- (d) pre-shipment cargo profiling, screening, and customs clearance;
- (e) computerized or electronic and automated customs clearance procedures, including the UNCTAD Automated System for Customs Data (ASYCUDA) relating to electronic document entry, payment, customs verification, and inspection;
- (f) post entry audits, including on line measures;
- (g) certificate of origin declarations; and
- (h) prohibited and restricted goods profiling.

Additional
SEZ customs
facilitation
under the
Act.

56. The Commissioner of Customs shall provide additional specific arrangements arising under section 43(1) of the Act to streamline all customs standards, procedures, and requirements for all goods entering into, and exiting from, any customs controlled areas and the specific arrangements shall include, but shall not be limited to, the following—

- (a) establishment of accessible customs services in SEZs provided on a continuous basis as required to satisfy the business needs of developers and occupants;
- (b) facilitation of the admission or importation of capital goods and equipment into a SEZ that are destined to be used in the SEZ by the business entity in question on a permanent basis;
- (c) facilitation of the efficient transportation of goods and equipment destined for a SEZ from the point of entry in the customs territory, directly and without any unnecessary delay, to its destination in a SEZ, provided that such procedures comply with the security and bonding requirements approved by the Commissioner of Customs;
- (d) expedition of the pre-release determination of the accuracy and authenticity of customs declarations regarding admission and importations into, and exportations from, a SEZ;
- (e) facilitation of the clearance and release of—
 - (i) goods destined for, or originating from, a SEZ prior to the final determination of customs duties, taxes, fees, and other customs charges as subject to all applicable regulatory requirements, such as any security obligations;
 - (ii) low risk consignments;

- (iii) goods transported through air cargo facilities and bound for a SEZ as subject to all applicable regulatory requirements, such as any security obligations;
- (iv) facilitation of the admission, importation, and exportation of software through a data communication link; and
- (v) establishment of simplified customs procedures for the movement through the customs territory of goods that are shipped from one SEZ to another SEZ located in Jamaica.

Standard
SEZ customs
procedures,
requirements
and
formalities.

57.—(1) A business entity operating in a SEZ shall be subject to all Customs Laws, including provisions relating to monitoring, compliance, inspection, and audit procedures and controls and the Customs Agency shall seek to implement these procedures on an expedited basis.

(2) Pursuant to paragraph (1), the Customs Agency may require the business entity to furnish, as required by applicable law, additional information, including any documents, books or accounts, regarding its entries, admissions, importations, shipments, exportations, inventories, and other related transactions and movements of goods as are necessary to regulate and control such activities and in doing so, the Customs Agency may act in collaboration with the Authority.

(3) A business entity operating in a SEZ shall be required to maintain an automated inventory control system and registry that records and reconciles the entry, admission, importation, storage, processing or further processing, substantial transformation, transit, exit, shipment, exportation, transfer and customs duty and tax status of all goods acquired, admitted, entered, transferred or sold by said business entity and to undertake annually, a physical inventory and inventory reconciliation for all its goods and financial accounts.

(4) Where the sale, destruction or loss of goods is not documented, such goods shall be subject to applicable taxes, licences and permit fees and customs related charges applicable to imported goods of foreign origin.

(5) A business entity operating in the SEZ may sell its finished or intermediate goods in the customs territory, in which event, the sale, together with any undocumented merchandise referred to under paragraph (4) shall be subject to liability under the Customs Laws.

(6) Goods (finished or intermediate) that enter the customs territory from a customs controlled area shall be treated as imported into the customs territory on the date of exit from such customs controlled area for purposes of calculating the applicable duties, fees and customs related charges.

(7) Pursuant to paragraph (9) the payment of any duties, fees and related charges as indicated above, shall be based on the original value of any foreign materials incorporated into such products in their condition as initially admitted into a customs controlled area or, alternatively, the final value of such finished or intermediate products, whichever method results in lower customs liability.

(8) No additional customs liability shall attach to any finished or intermediate products imported into the customs territory so long as any customs charges previously paid have not been refunded.

(9) Goods of foreign origin shipped from any customs controlled area and imported into the customs territory shall receive WTO most favored nation treatment, as well as any preferential treatment required by any other international trade agreement, convention, or treaty as applied under the Customs Laws.

Country of origin of SEZ goods and CARICOM requirement.

58.—(1) All merchandise substantially transformed into a finished product in any customs controlled area from admitted raw materials, components, parts, inputs, semi-finished merchandise, or other materials of foreign origin shall be deemed to be originating in Jamaica, as evidenced by a certificate of origin issued by the Office of the Trade Administration established under the *Trade Act*, or the Customs Agency, where applicable, but only if the product satisfies the applicable rules of origin criterion and the governing international treaties and trade agreements that are in force and applied by Jamaica at the time of exportation.

(2) All merchandise substantially transformed into a finished product in any SEZ area that is situated outside any customs controlled area from imported raw materials, components, parts, inputs, semi-finished merchandise, or other materials of foreign origin shall be deemed to be originating in Jamaica, as evidenced by a certificate of origin issued by the Trade Board or the Customs Agency, where applicable, but only if the product satisfies the applicable rules of origin criterion and the governing international treaties and trade agreements duly ratified by Jamaica that are in force at the time of exportation.

(3) Without prejudice to paragraph (2), a business entity in a SEZ may elect to pay any applicable domestic customs duties, GCT, excise and stamp duties, licence or permit fees and any other customs-related charges in respect of any raw materials, components, parts, inputs, semi-finished merchandise or other materials of foreign origin that are admitted into any customs controlled area and that are subsequently substantially transformed into a finished export product to qualify such product to be of Jamaican origin pursuant to the governing international treaties and trade agreements to which Jamaica is party and that are in force at the time of exportation.

(4) The provisions of the *Customs Act* relating to customs-duty drawback or refund, as well as the refund of indirect taxes, shall apply upon the exportation of such finished products.

Customs duty, drawback and refund of indirect tax remission.

59.—(1) Any goods of Jamaican origin shipped from the customs territory to any SEZ customs controlled area shall constitute export shipments that are entitled to customs duty drawback or refund and indirect tax remissions pursuant to paragraphs 3(2) and 5(2)(b)(i) of the First Schedule to the Act.

(2) Any services of Jamaican origin (other than utilities such as telephone and electricity services) provided from the customs territory to any SEZ customs controlled area shall constitute the exportation of services that are entitled to indirect tax remissions in accordance with paragraph 5(2) (b)(i) of the First Schedule to the Act.

Miscellaneous provisions relating to customs.

60.—(1) In consultation with the Authority, the Customs Agency shall, through memorandum of understanding, establish customs implementation modalities which can be used to deal with cases involving the transfer of ownership of any goods or merchandise admitted into any SEZ customs controlled area.

(2) Where a business entity in a SEZ intends to destroy goods in the SEZ that are unfit for its operations, the business entity shall obtain the permission of the Authority before the goods are destroyed and such permission shall not be unreasonably withheld:

However, the Authority shall require the goods to be destroyed under the supervision of the Customs Agency.

(3) The Authority shall, in accordance with the Customs Laws, dispose of goods that have been abandoned in a SEZ customs controlled area; provided that the Authority shall do so in consultation with the Customs Agency and in accordance with the applicable provisions of any memorandum of understanding executed by them.

(4) The sale or transfer of any equipment of foreign origin from any SEZ customs controlled area to the customs territory shall be subject to all Jamaican customs liability under the Act and the Customs Laws.

PART XIV.—*SEZ Labour, Health Safeguards and Immigration Procedures*

Health and safety.

61. The Authority shall take steps to ensure that developers operating in a SEZ are under an obligation to observe all the laws of Jamaica relating to the occupational health and safety of workers and to act in a manner that is consistent with the international agreements that provide for the protection of workers, including all ILO Conventions to which Jamaica is a party and the Authority shall be required to work in collaboration with the Ministry responsible for labour under a memorandum of understanding.

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- Immigration Regulation.
62. In relation to entry of persons into Jamaica to work or reside in a SEZ—
- (a) there shall be no discrimination against any national from any country other than Jamaica as regards the issue of visas and SEZ Certificate of Residency, except where any applicable law otherwise provides; and
 - (b) the Authority shall co-ordinate with the Passport, Immigration and Citizenship Agency to expedite the issue of visas and residence permits and to develop rules and procedures that relate to—
 - (i) expedited security screening;
 - (ii) fast track entry and work visa forms, requirements, restrictions, and time limits;
 - (iii) enforcement and monitoring mechanisms, including inspection and auditing procedures; and
 - (iv) the application of penalties, fines and sanctions.
- Environmental protection.
- 63.—(1) The environmental laws of Jamaica shall apply in a SEZ.
- (2) The Authority, acting collaboratively with the National Environmental Planning Agency under a memorandum of understanding shall be responsible for the protection of the physical environment in a SEZ, including water supply, natural resources and biological diversity, while, at the same time, ensuring sustainable economic development and such responsibility shall extend to the enforcement of measures in the SEZ in conformity with paragraph 2 of the Fifth Schedule to the Act, as well as all applicable laws and international environmental agreements that are in force in Jamaica.
- (3) The Authority, in collaboration with the National Environmental Planning Agency, shall—
- (a) ensure the implementation of special procedures applicable to SEZs as regards;
 - (i) expedited environmental impact assessments;
 - (ii) fast track environmental permits, approvals and certificates;
 - (iii) SEZ noise levels;
 - (iv) air and water quality, emission, particulate, dust, and effluent limits;
 - (v) contemporary enforcement and monitoring mechanisms, including inspection and auditing procedures;

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- (vi) prohibited wastes, materials, substances, chemicals and properties;
 - (vii) forbidden manufacturing, processing and transformation operations; and
 - (viii) penalties, fines, sanctions and remedial actions;
- (b) encourage and promote the use of “green technology” in every SEZ and to ensure that appropriate “green technology” criteria for SEZs are developed for their guidance in the establishment and operation of the infrastructure of SEZs in order to ensure that developers and occupants are required to adhere strictly to their legal obligations with regard to the protection of the environment, as specified in paragraph 1 of the Fifth Schedule to the Act.
- (4) The Authority shall not be held legally liable for the clean-up of pollution that results from any authorized SEZ activities conducted by a developer, or the failure of a developer to adhere to the requirements under paragraph (3).
- (5) The Authority shall not be held legally liable for the clean-up of pollution that results from any authorized SEZ activities conducted by a developer, or the failure of a developer to adhere to the requirements under paragraph (3).

PART XV.—*SEZ Construction Workers*

Rules and procedures governing SEZ construction workers.

64.—(1) A SEZ occupancy permit shall be issued by the Authority only after the completion of a final safety inspection that indicates that it is safe to commence authorized SEZ activities, in so far as they relate to the construction work.(2) Subject to regulation 66(3), a developer that operates under a master concession shall have the legal power, as well as the corresponding legal duty, to select a designer builder and agree to a design build contract, without having to obtain the approval of the Authority.

Building authorizations.

65.—(1) In relation to obtaining a permit to build in the SEZ, the Authority shall—

- (a) publish on its official website, the form of the application for the issue of a SEZ building permit, a SEZ building completion certificate and a SEZ occupancy permit;
- (b) advise the Minister on the fees to be paid in relation to the relevant application and such fees shall be specified on the official website of the Authority.

(2) An application for a SEZ building permit, a SEZ building completion certificate or a SEZ occupancy permit shall be submitted on behalf of a developer by a licensed building professional, whose name shall appear on an official engineering consultants list maintained by the Authority.

(3) A business entity in a SEZ shall submit to the Authority, within thirty days after the issue of an operating certificate, a subconcession or an authorization, as the case may be, the following documents for approval—

- (a) a letter of appointment designating an engineering consultant on behalf of the SEZ business entity, together with a copy of the engineering licence of such consultant;
- (b) an application for a SEZ building permit, including detailed designs, drawings, and plans of the proposed construction work;
- (c) a receipt demonstrating that the business entity has paid the required application fee; and
- (d) where the SEZ is established pursuant to a master concession, a copy of the design build contract, if construction works are subcontracted to a third party business entity, that—
 - (i) requires such contract to be assigned to the Authority upon the termination of the master concession (subject to any prior assignment right with lenders); and
 - (ii) includes an enforceable collateral warranty provided by the builder.

(4) The Authority shall issue a SEZ building permit to a business entity within thirty days after the submission of the documents specified under paragraph (3), if the Authority is satisfied that the business entity has submitted the documentation required above and that all construction drawings, designs, and plans submitted by the applicant comply with the applicable industry best practice standards, as determined by the Authority in consultation with the construction observer, and also with any applicable law.

(5) Any construction work authorized under the Regulations shall—

- (a) commence within sixty days from the date of the issue of the SEZ building permit to a business entity; and
- (b) be completed in the time-frame specified in the SEZ building permit, failing which the sanctions and penalties specified in these Regulations and in the applicable SEZ building permit, shall apply, unless, in either case, the business entity, based on legitimate reasons, has requested and obtained, in writing, an extension of time from the Authority.

(6) Any deviation from the approved designs, drawings, or plans of the proposed construction work or from the conditions set forth in the SEZ building permit shall be authorized only in cases in which the business entity has obtained the prior written consent from the Authority for such deviation.

(7) Pursuant to paragraph (6), in order to obtain approval for any deviation, the business entity shall submit to the Authority a detailed description of the requested modifications, including the modified drawings, designs, or plans, as well as the reasons supporting the modifications.

(8) Within fifteen days after the business entity has submitted a written request for approval of deviations, the Authority shall determine whether or not it will allow or reject the request and shall notify the business entity in writing, accordingly.

(9) Where the Authority rejects the request, it shall indicate the reasons for the rejection.

(10) On the completion of any authorized construction work, the Authority, in consultation with the construction observer, shall conduct an initial inspection of the constructed infrastructure to ensure compliance with the specifications set out in the SEZ building permit, and the Authority shall issue an SEZ building completion certificate within thirty days after the inspection.

(11) The occupation of the completed construction work, including infrastructure, together with the installation of all essential or basic services, such as power, water, and telecommunications, and any machinery, as well as the initiation of any authorized SEZ activity, shall commence only after the issuance of a SEZ occupancy permit by the Authority.

(12) The Authority shall, in consultation with the relevant competent authority, and in accordance with the governing memorandum of understanding, issue a SEZ occupancy permit within thirty days after all final safety inspections have been completed by the Authority.

(13) Except where the Act or these Regulations specify otherwise, the provisions set out in Parts XVI and XVII shall apply in relation to the violation of the provisions of this Part which provide for construction standards and the provisions to be observed with respect to SEZ permits.

(14) For the purposes of this regulation “licensed building professional” means a person who is engaged in or supervises building work, any phase of building work or supervision of a building and who is registered, licensed or otherwise authorized to carry out the performance of any such functions under any enactment.

PART XVI.—*Offences and Penalties*

Offences. 66.—(1) A developer who fails to repair infrastructure where there has been any disrepair, breakdown or malfunction when directed to do so by the Authority commits an offence and is liable, on summary conviction in a Parish Court, to a fine not exceeding one million dollars, or to a term of imprisonment not exceeding six months.

(2) Where the developer fails to effect the repairs, the Authority may undertake them and require the developer to reimburse the Authority, and the amount expended shall be recoverable by the Authority as a debt.

(3) A business entity in a SEZ that—

- (a) fails to submit any requested information to the Authority within the applicable time limit provided for under the Act, these Regulations, or any notice issued by the Authority;
- (b) fails to allow for the inspection by the Authority or any competent authority of any requested books, records, documents, or other information relating to any of its SEZ activities;
- (c) willfully or knowingly contravenes the provisions of these Regulations, or any directives, instructions, guidelines, orders or notices issued by the Authority that results in monetary damage or loss to the environment or loss to the private property of any other person situated in a SEZ;
- (d) illegally trans-ships any goods of foreign origin to any other country, purporting that such goods have been produced or manufactured in a SEZ in Jamaica, for purposes of evading the payment of any applicable anti-dumping, countervailing or custom duties or otherwise gaining any trade quota advantage accorded to Jamaica under any multilateral, regional, or bilateral agreement or protocol, commits an offence and is liable, on summary conviction in a Parish Court to a fine not exceeding one million dollars or to imprisonment for a term not exceeding six months.

PART XVII.—*Settlement of Disputes*

Steps to be taken by the Authority in relation to disputes. 67.—(1) An administrative, civil or commercial dispute between any person, including a developer, occupant or zone user and the Authority shall be governed by the dispute resolution mechanism set out in this Part.

(2) Any person, including a developer, occupant or zone user, that is aggrieved by a decision of the Authority that constitutes a final decision under these Regulations may appeal on its own behalf against such a decision before the Minister in conformity with paragraph (3).

(3) An appellant of an administrative challenge under paragraph (2) shall, within thirty days from the date of issuance of the final decision, file an appeal to the Minister.

(4) The failure to comply with the time limit referred to in paragraph (3) shall result in the automatic waiver of the administrative hearing before the Minister.

Mediation
and
arbitration.

68.—(1) A party aggrieved by the decision of the Minister may upon receiving a written determination of the Minister, apply for mediation and arbitration under the *Arbitration Act*.

(2) Any person, including a developer, occupant or zone user that—

- (a) is aggrieved by a decision of the Authority, and for which an appeal to the Minister under regulation 67 does not lie; or
- (b) has a dispute with the Authority that does not constitute a final decision, may, request in writing the initiation of the consultations, negotiations or mediation with the Government in conformity with the *Arbitration Act*.

(3) The duration of the formal consultation, negotiation, or mediation process shall not exceed thirty days after the written request for the initiation of such alternative dispute resolution process in conformity with the guidelines.

Domestic
judicial
remedies.

69.—(1) In the event that the dispute is not resolved to the satisfaction of a party under this Part, the party has the right to submit the dispute for adjudication by the court, so long as all the procedures for review by the Authority and for formal consultations and mediation have been exhausted and the court shall have exclusive jurisdiction over the matter.

(2) Notwithstanding the preceding provisions, the disputing parties reserve the legal right to enter into a mutually acceptable settlement agreement to resolve the dispute during any phase of the judicial proceedings.

Arbitration.

70.—(1) In the event that the dispute concerning a decision of the Authority is not resolved to the satisfaction of a party, the party may, without prejudice to the party's right to submit the dispute to the court, submit the dispute to the competent arbitration tribunal within sixty days after the date of the decision that is the subject of the dispute, so long as all the procedures for review by the Authority and for formal consultations and mediation have been exhausted and the party complies with all of the requirements of the *Arbitration Act*.

(2) Where a person invokes arbitration under the *Arbitration Act*, the person, (including any person connected or related to that person), shall withdraw the matter from the court.

(3) Notwithstanding paragraphs (1) and (2), the parties to the dispute shall reserve the legal right to enter into a mutually acceptable settlement agreement to resolve the dispute during any phase of the arbitration proceedings.

Governing
substantive
law.

71. Any administrative, judicial, or arbitration tribunal having jurisdiction over a dispute shall decide the disputed issues of law and fact in accordance with the Act, these Regulations and any other applicable law, including the rules of international law as formally adopted by Jamaica.

PART XVIII.—*Transitional Provisions*

Transitional
provisions
in relation
to a Free
Zone
Promoter.

72.—(1) Pursuant to Part IX of the Act, an approved enterprise that is a Free Zone Promoter in an existing free zone under the repealed Act, that wishes to continue activities as a developer, in light of section 54 of the Act, shall, no later than four years after the appointed day or, if the Minister extends the period under section 53(3), before the expiration of that period, submit an application to the Authority.

(2) An application under paragraph (1) shall be in the applicable form set out on the official website of the Authority and shall be accompanied by—

First
Schedule.

- (a) a non-refundable application fee as set out in the First Schedule;
- (b) a certified copy of the memorandum and articles of association and certificate of incorporation of the applicant established as a company limited by shares registered under the *Companies Act*;
- (c) a certified copy of the taxpayer registration number of the promoter established as a business entity and, if applicable, the GCT registration issued by Tax Administration Jamaica;
- (d) an affidavit setting out all relevant commercial information of the promoter, including its name, address, nationality, owners, board of directors (or equivalent management committee), auditors, bankers, as well as the capital ownership shares of the applicant;
- (e) a copy of the instrument that authorizes the Free Zone Promoter to operate in an existing SEZ, such copy to be certified by the Authority;
- (f) a business plan that includes the names and activities of the Free Zone Tenants operating in the existing SEZ; and
- (g) any additional information required by the Authority that supports the execution of a SEZ Developer Agreement, provided that the Authority gives the promoter a reasonable time to submit the information.

(3) Where the Authority considers the written proposal submitted by the promoter to be deficient, it shall notify the promoter within fourteen days of the receipt of the written proposal and shall specify the deficiencies.

(4) The promoter shall correct the deficiencies and shall submit a corrected written proposal within fourteen days of such notification; otherwise, the Authority shall reject the proposal.

(5) In the event that the Authority does not provide the promoter with any deficiency notice within the initial fourteen days time period, the promoter's proposal shall be deemed to be complete.

(6) Notwithstanding paragraph (4), the Authority may request the promoter to amend its complete written proposal at any time during the evaluation process whenever such action is deemed necessary to achieve the purposes of the Act and the Regulations; and it shall afford the promoter reasonable notice to comply with the request.

(7) The Authority may also authorize a promoter to amend its written proposal based on a written request received from the promoter.

(8) On receipt of a written proposal that is complete, the Authority shall, within a period of sixty days, execute with the promoter a SEZ Developer Agreement, (whether a master concession or a licence agreement), in conformity with the provisions of the Act and these Regulations.

(9) Within ten days of the execution of the SEZ Developer Agreement, the Authority shall issue the promoter an operating certificate, thereby according the promoter the legal status of a developer, subject to the Act and these Regulations.

(10) Free Zone Promoters and Existing Free Zones that acquire the legal status of developers and SEZs, respectively, shall be subject to the jurisdiction of the Authority by operation of the Act and these Regulations.

(11) Any existing free zone in which the Port Authority or any other competent authority acts as a Free Zone Promoter shall automatically qualify as a SEZ, pursuant to the Act, on the date on which these Regulations come into effect.

Conversion
from a Free
Zone
Tenant into
a SEZ
occupant.

73.—(1) Pursuant to section 54 of the Act, a Free Zone Tenant that wishes to become an occupant, shall, no later than four years after the appointed day or, if the Minister extends that period under section 53(3) of the Act, before the expiration of that period, submit a written application to the relevant developer in the form approved by the Authority and published on its official website, seeking the grant of a subconcession.

(2) An application under paragraph (1), shall be accompanied by the following—

First
Schedule.

- (a) a non-refundable application fee as provided for in the First Schedule;
- (b) a certified copy of the memorandum and articles of association and certificate of incorporation of the Free Zone Tenant established as a company limited by shares registered under the *Companies Act*;
- (c) a certified copy of the taxpayer registration number of the applicant established as a Free Zone Tenant and, if applicable, the GCT registration issued by the Tax Administration Jamaica;
- (d) an affidavit setting forth all relevant commercial information of the Free Zone Tenant, including its name, address, nationality, owners, board of directors (or equivalent management committee), auditors, and bankers, as well as the capital ownership shares of the applicant;
- (e) a certified copy of the authorization granted to the Free Zone Tenant to operate in an existing Free Zone or other proof of Free Zone Tenant status as set out in the form provided by the Authority and published on its official website; and
- (f) any additional information required by the developer that supports the issue of a subconcession, provided that the developer affords the Free Zone Tenant a reasonable time within which to submit the information.

(3) The Minister, may by notice published in the *Gazette*, extend the date specified for an additional period of up to six (6) months, as provided by section 53(3) of the Act.

(4) The application procedures governing the issue of a subconcession under these Regulations shall apply to any proposal submitted by a Free Zone Tenant.

(5) For the purpose of the entry into force of a subconcession, the terms of the existing Free Zone lease agreement of the Free Zone Tenant shall be accepted by the developer and shall constitute a subconcession within these Regulations so long as—

- (a) such terms do not conflict with the provisions of the Act or these Regulations;
- (b) the complete application satisfies the requirements under this Part;
- (c) the developer obtains an authorization from the Authority as provided in these Regulations.

(6) A zone lease agreement accepted as a subconcession shall conform to the specified requirements of these Regulations relating to the granting of subconcessions.

(7) An application submitted to a developer by the Free Zone Tenant for a subconcession may be used by a developer as the legal basis to acquire the legal authority under section 36(1) of the Act to obtain an authorization from the Authority and, thereafter, to execute a subconcession with a Free Zone Tenant.

(8) The entry into force of a subconcession as provided herein, shall convert the applicant from a Free Zone Tenant into an occupant by operation of the Act and these Regulations.

Revocation
of Free
Zone
Promoter
status.

74.—(1) If, within the time line specified under this Part, (including any additional period allowed under section 53(3)) a Free Zone Promoter does not acquire the legal status of a developer, it shall be deemed to have its Free Zone Promoter status and free zone fiscal benefits revoked by operation of the Act and these Regulations.

(2) Any Free Zone Tenant affected by the revocation of the authorization of a Free Zone Promoter shall have the opportunity to request the legal status of an occupant under the Act and these Regulations and the failure of the Free Zone Tenant to do so by January 1, 2020, shall result in the automatic revocation of the governing free zone licence with effect from that date.

(3) A Free Zone Tenant whose licence is revoked pursuant to paragraph (4) may transfer its assets in whole or in part to any third party Jamaican business entity upon the settlement of its claims and debts in accordance with the written approval of the Authority, provided that such third party agrees to enter into a subconcession under the Act and these Regulations.

Registration
of existing
Free Zones.

75.—(1) The Authority shall maintain, at its central office and on its official website, a register of all existing Free Zones, Free Zone Promoters, and Free Zone Tenants that opt against converting their legal status under the Act and the Regulations during the specified transition periods.

(2) The register under paragraph (1) shall include a record of licences, approvals, certificates, permits, authorizations, agreements, leases, contracts, agreements, other legal instruments and documents or modifications of them issued or entered into, as the case may be, by the Council, under the repealed Act before the date of commencement of these Regulations.

PART XIX.—*Miscellaneous Provisions*

Register. 76.—(1) Pursuant to section 40 of the Act the register shall be kept at the Authority's central office and shall be available on its official website and shall include the following—

- (a) a list of all SEZ Developer Agreements, operating certificates, SEZ occupant authorizations, subconcession authorizations, SEZ Certificates of Residency, and SEZ occupancy permits issued by the Authority;
- (b) like information as that required under the provisions above dealing with the registration of existing Free Zones.

(2) No confidential information shall appear in the register.

(3) The Authority shall update the register at least once every six months and shall ensure that all clerical errors are corrected in a timely manner.

(4) Any additional content and requirements of the register, as well as public disclosure procedures, shall be set out in the governing guidelines issued by the Authority.

SEZ identification card. 77.—(1) Every individual shall obtain the applicable SEZ identification or pass card before acquiring the legal authority to enter the premises of any SEZ.

(2) It shall be the responsibility of the developer concerned to establish the type and form of identification and pass cards for—

- (a) developers;
- (b) employees of business entities in the SEZ;
- (c) SEZ visitors, in accordance with the governing guidelines issued by the Authority.

(3) SEZ residents shall obtain the SEZ residential identification furnished by the developer of the zone in which the resident lives.

Application of laws in zones. 78. The *Constitution of Jamaica* and, unless otherwise specified in the Act or these Regulations, all applicable laws, shall have equal force and effect with respect to all SEZs, SEZ activities, developers, occupants, zone users and SEZ residents.

FIRST SCHEDULE (Regulations 12(a), 19(2),
28(8), 36(1), 73(2) and
73(2))

Fees

Regulatory Fees (\$USD)

Annual SEZ developers licence fee (This includes non-building space rented for the purpose of carrying out SEZ business activities)	0.20 per square foot /per annum
Application for letter of authorisation for occupants	1,500.00
Application for SEZ Developer Agreement for developers	3,000.00
Application for Zone User authorization	100
All other fees will be placed on the website.	

SECOND SCHEDULE

(Regulation 12(d))

Information to be Contained in Business Plan

1. In the case of an applicant seeking to obtain a Developer Agreement (whether a master concession or a licence agreement) a summary of the projected development costs by development phases of the project that not only describes the nature and estimated value of the SEZ investments to be undertaken at the site, including investments relating to SEZ design, financing, construction, development, servicing, operation, maintenance, and promotion, but also provides the following additional information in conjunction with the feasibility study and the economic and financial plan—

- (a) economic and financial rate of return analyses that assess the public costs and benefits, as well as the internal rate of return, of the proposed SEZ project, including the estimated future lease revenues to be derived from the lease payments to be made to the developer by the projected number of SEZ occupants reasonably expected to carry out authorized SEZ activities at the proposed SEZ;
 - (b) any international trade effect, as well as any value-added potential, expected to be generated by the proposed SEZ;
 - (c) the estimated costs of the on-site infrastructure that the applicant intends to have constructed at the proposed SEZ; and
 - (d) any other economic or financial information deemed relevant by the applicant.
2. For purposes of an applicant seeking to obtain a subconcession—
- (a) the class or kind of goods or services to be produced, processed or rendered at an established SEZ, as the case may be;
 - (b) the type and estimated costs of the raw materials to be used in any manufacturing, production, or assembly operations; and
 - (c) the markets, together with the estimated percentage breakdown, into which the Jamaican business entity intends to sell its finished products or render its services.

THIRD SCHEDULE

(Regulation 16(9))

Additional Supplemental Criteria in Relation to a Supplementary Proposal to Develop, Operate, Maintain or Promote a SEZ

General economic and social considerations.

1. The proposed SEZ will have a net positive impact on the Jamaican economy, infrastructure development, and business environment, based on an assessment of the following factors—

- (a) the international trade effect and the value added potential of the SEZ will likely increase the net foreign exchange revenues of Jamaica;
- (b) investment and any transfer of technology impact of the proposed SEZ will likely improve such aspects as Jamaica's national capital, infrastructure, basic services, technological sophistication, and manufacturing or agribusiness base;
- (c) business enterprise and job creation, as well as technical training and capacity building, potential of the SEZ will likely increase domestic employment opportunities, including skilled and semi skilled labour positions for Jamaican nationals;
- (d) the planned SEZ will utilize existing national and local capacity that will promote both integration and linkages with the local economy;
- (e) the degree of population resettlement resulting from the development of the site is either nonexistent or minimal and is justified by the social and economic costs and benefits of the proposed SEZ;
- (f) the planned SEZ will assist Jamaica to achieve the country's national, regional, economic and social development goals, such as promoting economic growth and sustainable development, creating national employment, eradicating extreme poverty, and complying with the relevant national and regional land use plans;
- (g) the proposed SEZ project is generally consistent with applicable international or regional trade, environmental, health, labour or intellectual property obligations of Jamaica;
- (h) the planned SEZ will enhance the diversification of the industrial base of the country; and

THIRD SCHEDULE, *contd.*

- (i) the fulfillment of any other criteria that the Authority considers relevant under the Act, the Regulations, and any other applicable law to protect the public interest, national defence and security, as well as the health, safety, and welfare of Jamaica and its citizens.
- Detailed SEZ development plan and environmental constraints.
2. The applicant's detailed SEZ development plan demonstrates that the proposed SEZ constitutes a viable development project for Jamaica based on an evaluation of the following factors—
- (a) the detailed SEZ development plan (including the detailed master plan and the final land use plan) establishes that the location, size and site qualifications of the land area in question, such as its topography, soil conditions, environmental constraints, and the absence of landmarks, favour the establishment of a SEZ at the site;
- (b) the detailed SEZ development plan, including land-use designations, social mitigation measures, and zoning plans, generally adheres to the approved general planning scheme of the local community as issued by the competent authority, especially with regard to height limits, setback requirements, and density parameters in each land use designation;
- (c) the quality, condition and size of the infrastructure facilities that the applicant intends to have constructed and maintained at or near the site, including all on-site and any off-site infrastructure, together with any existing infrastructure, are adequate for the contemplated SEZ activities and will facilitate the efficient development and operation of the planned SEZ;
- (d) the boundary measures, including all demarcation and buffer zone mechanisms to be employed to separate the different SEZ development areas from one another, if applicable, as well as from the customs territory, will likely promote sustainable economic development, safeguard SEZ business entities, SEZ residents and assets, and comply with all national and internationally recognized codes, standards, or practices adopted by guidelines issued by the Authority;

THIRD SCHEDULE, *contd.*

- (e) the proposed SEZ is in reasonable proximity to existing or planned population centers, enterprise clusters, or national and international transportation and logistics networks that will provide access to labour, raw material, or distribution markets for manufacturing, processing, assembly, logistics, agricultural or other SEZ activities;
- (f) the proposed site is conducive to information and communication technology (ICT) connectivity, including data transmission networks;
- (g) any required environmental impact assessment and strategic environmental assessment, together with all proposed mitigation measures, conform to all Jamaican environmental laws;
- (h) the physical expansion potential of the planned SEZ, if applicable, is sufficient to meet all estimated market demand; and
- (i) the time schedule proposed by the applicant for SEZ design, construction and activation, including phased development schedules, complies with the minimum requirements established by the applicable guidelines issued by the Authority for the class or kind of SEZ in question and is consistent with the detailed market demand analysis set out in the applicant's final and detailed feasibility study.

Technical and financial considerations.

3. The applicant's detailed SEZ development plan, including its final business plan, must demonstrate that the proposed SEZ will generate long term, sustainable financial returns for the applicant based on an evaluation of the following factors—

- (a) whether the applicant's technical capacity and verified financial resources satisfy the minimum requirements for the development and operation of the SEZ during the proposed development period in accordance with paragraph 1(b) of the Fourth Schedule to the Act and the SEZ development and operation guidelines adopted by the Authority and set out in a directive issued by it;
- (b) whether the applicant's technical economic feasibility study, business plan, and financial analysis (as set out in the detailed SEZ development plan) show positive economic and financial rates of return that satisfy the economic and

THIRD SCHEDULE, *contd.*

financial guidelines for the kind of project in question as adopted by the Authority and set out in a directive issued by it;

- (c) whether the applicant's projected SEZ investments are sufficient to accommodate at least three SEZ occupants, unless the applicant has requested the designation as a single entity SEZ or a specialized SEZ in accordance with the Act and these Regulations; and
- (d) whether the fees to be charged for any goods, services, infrastructure, or other structures provided directly or indirectly by the applicant in the SEZ are competitive when evaluated in light of prevailing market prices.

FOURTH SCHEDULE

(Regulation 19(3))

SPECIAL ECONOMIC ZONE OPERATING CERTIFICATE
(Issued pursuant to section 23 of the Special Economic Zones Act)

Special Economic Zone Act, 2016

Pursuant to the Special Economic Zone Act, 2016

I hereby certify that

[Name of Company]

Developer of

[Name of SEZ]

SEZ Control Number []

Located at _____
 Address

has been approved as a

Special Economic Zone Act Developer/Occupant/Zone User

On the _____ day of _____, Two Thousand and _____

Chief Executive Officer:

SEAL:

**This Certificate is valid for a period of one year.*

FIFTH SCHEDULE

(Regulation 28(3))

Proposal for Expansion of Established SEZ

1. Application date: _____
 2. Name of SEZ: _____
 3. SEZ Operating Certificate Control No.: _____
 4. Name and full address of applicant firm or company (in block letters):
 Company Name: _____
 Address: _____

 5. Name and Address of Authorized Representative:
 Name: _____
 Address: _____

 6. Type of SEZ to be expanded—

I. Single-Entity SEZ	<input type="checkbox"/>
II. Multi-Purpose SEZ	<input type="checkbox"/>
III. Multi-Purpose Integrated SEZ (Includes residential areas)	<input type="checkbox"/>
IV. Specialized Zone	<input type="checkbox"/>

If Specialized Zone, please describe

 7. What are the existing activities being carried out in the SEZ? (Please provide a brief description)
- _____
- _____

FIFTH SCHEDULE, *contd.*

EXPANSION PROJECT BRIEF

8. Please provide a written statement of the need for the proposed SEZ expansion. Please attach a project description document

9. Street address of proposed expanded area

10. Is the applicant using an existing building(s) and or land area for their SEZ Operation?

Y N

If yes, please provide Surveyor's Technical Description detailing the existing building/s and parcel of land to include details of a specific floor, if such designation is required.

11. Land measurement of existing Special Economic Zone (in hectares)

12. Additional land measure sought (in hectares) _____

13. Is the additional area contiguous to the existing SEZ?

Y N

If not, please provide a brief description

14. Total land measurement after addition (in hectares) _____

15. Will there be any population resettlement resulting from the construction and development of the proposed SEZ expansion?

Y N

If yes, please provide a brief description

FIFTH SCHEDULE, *contd.*

- 16. When is the proposed construction/occupancy (if additional location) scheduled? Date _____
- 17. What is the estimated time schedule for the completion of the proposed expansion? _____ months or years.
- 18. What are the security measures that will be implemented during and after the construction period?

- 19. Indicate the estimated increase in direct and indirect employment likely to be generated during the first three (3) years after the completion of the expansion project.

Direct _____ Indirect _____

DEVELOPER'S UNDERTAKING

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief. I/We will abide by any other condition, which may be stipulated by the Government of Jamaica.

I/We fully understand that any Letter of Approval granted to me/us on the basis of the statement furnished is liable to cancellation or any other action that may be taken having regard to the circumstances of the case if it is found that any of the statements or facts therein are incorrect or false.

Signature of the Applicant: _____

Date of Application: _____

Name (in block letters):

FIFTH SCHEDULE, *contd.*

Official Seal/Stamp:

Telephone No.: _____ E-mail: _____

Dated this 11th day of September, 2017.

ANDREW HOLNESS
Minister of Economic Growth and Job Creation.