

GOVERNMENT OF KOGI STATE MINISTRY OF COMMERCE AND INDUSTRY KOGI STATE SECRETARIAT, LOKOJA, NIGERIA

SERVICE LEVEL AGREEMENT

- **1, Objectives:** The Agreement describes the critical Services provided by the **KOGI S**TATE MINISTRY OF COMMERCE AND INDUSTRY and the standards we have committed to regarding service delivery to our end users and ensure compliance with the Federal Road Safety Commission (FRSC) that confers the right to drive to an individual. By the Federal Road Safety Commission (Establishment) Act, 2007' Section 5(h) and National Road Traffic Act part XII, 142 (1) and Cross River State Traffic Management and regulatory Law No.2 of 2015, which designates this Agency to:
 - Issue Road Worthiness Certificate (RWC) to all vehicles in the state
 - Issue Certification for driving schools in the State
 - Inspect vehicle driver's license

2. Definitions

Service Provider: The party responsible for conducting the Environmental Impact Assessments as defined in this agreement.

Client:) KOGI STATE MINISTRY OF COMMERCE AND INDUSTRY is receiving the services

- 3. Scope of Services
- 3.1 Issuance of Road Worthiness Certificates (RWC)

- **Description:** The Service Provider shall inspect vehicles and issue Road Worthiness Certificates to those that meet the safety and operational standards set by Kogi State.
- **Deliverables:** Issued RWC to qualifying vehicles within the agreed-upon timeframe.

3.2 Issuance of Certifications for Driving Schools

- **Description:** The Service Provider shall evaluate and certify driving schools that meet the established educational, safety, and operational standards within Kogi State.
- Deliverables: Driving school certifications issued within the specified timeframe, along with a report detailing the evaluation criteria and results.

3.3 Vehicle Driver's License Inspection

- **Description:** The Service Provider shall inspect and verify the authenticity and validity of vehicle drivers' licenses within Kogi State, ensuring compliance with local and national regulations.
- **Deliverables:** A detailed report on the inspection of drivers' licenses, including any identified discrepancies and recommended actions.

4. Performance Metrics

The following performance metrics shall apply to the services provided under this agreement

Service	Metric	Target
Issuance of Road	Time to Issue	1 day
Worthiness Certificates	Certificate	
Vehicle Driver's License	Accuracy and	95% accuracy within 5
Inspection	Timeliness of	business days
	Inspections	
Issuance of Driving	Evaluation and	30 days
School Certifications	Certification Timeframe	

5. Service Availability

The services provided under this agreement shall be available during the following hours:

- Monday to Friday: 8:00 AM to 4:00 PM
- **Public Holidays:** Services will be suspended on recognized public holidays unless otherwise agreed upon.

6. Responsibilities

6.1 Service Provider Responsibilities

- Conduct vehicle inspections and issue Road Worthiness Certificates within the agreed-upon timeframe.
- Evaluate and certify driving schools in accordance with the set standards.
- Inspect vehicle drivers' licenses to ensure they are valid and comply with Kogi State and national regulations.
- Provide regular reports and documentation to the Kogi State Ministry of Commerce and Industry.

6.2 Client Responsibilities

- Provide the Service Provider with access to necessary resources, including vehicle inspection facilities and relevant documentation.
- Facilitate communication and coordination between the Service Provider and relevant stakeholders, including vehicle owners and driving schools.
- Review and approve reports and certifications submitted by the Service Provider in a timely manner.

7. Escalation Procedures

In the event of a dispute or service issue, the following escalation procedures shall apply:

- 1. Level 1: Contact the designated representative of the Service Provider.
- 2. **Level 2:** Escalate to the Director of the Kogi State Ministry of Commerce and Industry.
- 3. Level 3: Engage in mediation or arbitration as per the applicable laws.

8. Confidentiality

The Service Provider agrees to keep all information obtained during the course of providing services confidential and will not disclose any such information without the prior written consent of the Client.

9. Penalties and Incentives

- Penalties: Failure to meet the performance metrics or comply with the terms
 of this agreement may result in financial penalties or other sanctions as
 determined by the Client.
- **Incentives:** Exceeding performance targets may result in bonus payments or other incentives as agreed upon by both parties.

10. Termination

Either party may terminate this agreement upon 30 days' written notice. Termination for cause may occur if either party fails to meet the obligations defined in this agreement after providing notice and a reasonable opportunity to remedy the issue.

11. Amendments

This agreement may be amended only in writing and signed by both parties.

12. Governing Law

This agreement shall be governed by and construed by the laws of Kogi State and the Federal Republic of Nigeria.

13. Signatures

For Kogi State Ministry of Commerce and Industry:			
[Name, Title, Date]			
For [Service Provider Name]:			
[Name, Title, Date]	_		

This document constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written.