



**KOGI STATE MINISTRY OF ENVIRONMENT AND NATURAL
RESOURCES OPPOSITE GOVERNMENT HOUSE, LOKOJA, NIGERIA**

SERVICE LEVEL AGREEMENT

1. Objectives and Goals:

The Objective and Goal of the Service Level Agreement (SLA) is to ensure strict compliance with the provisions of the Federal Republic of Nigeria officials Gazette, S.I. No. 109, Environmental Impact Assessment Procedures and Charges Regulations, 2021/B4189 – 4208 and EIA Act CAP E12 LFN 2004 makes EIA study mandatory for all major development projects. Kogi State Ministry of Environment and Natural Resources, through the Environmental Protection and Assessment Department, in collaboration with the Federal Ministry of Environment, is mandated to carry out an Environmental Impact Assessment of all significant development projects. The SLA ensures that all EIAs comply with legal, regulatory, and environmental standards to promote sustainable development.

2. Definitions

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

Client: The Kogi State Ministry of Environment is receiving the services.

Environmental Impact Assessment (EIA): This is a critical process used to evaluate the environmental consequences of proposed major development projects before decisions are made to allow the development to proceed.

Major Development Projects: Large-scale projects that have the potential to significantly impact the environment, such as industrial facilities, infrastructure developments, and large-scale land use changes.

3. Scope of Services

3.1 Environmental Impact Assessment

- **Description:** The Service Provider shall conduct comprehensive Environmental Impact Assessments for all significant development projects identified by the Kogi State Ministry of Environment.
- **Deliverables:** Detailed EIA reports include baseline environmental data, identification of potential environmental impacts, proposed mitigation measures, and recommendations for project approval or modification.

3.2 Stakeholder Engagement

- **Description:** The Service Provider shall engage with relevant stakeholders, including local communities, government agencies, and non-governmental organizations, as part of the EIA process.
- **Deliverables:** Documentation of stakeholder consultations, including meeting minutes, feedback received, and how concerns have been addressed in the EIA report.

3.3 Regulatory Compliance

- **Description:** The Service Provider shall ensure that all EIAs are conducted per applicable.
- **Deliverables:** EIA reports that fully comply with the Nigerian Environmental Impact Assessment requirements of the Federal Republic of Nigeria officials Gazette, S.I. No. 109, Environmental Impact Assessment Procedures and Charges Regulations, 2021/B4189 – 4208 and EIA Act CAP E12 LFN 2004 and other relevant regulations.

4. Performance Metrics

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

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

Service	Metric	Target
Environmental Impact Assessment	Timeliness of Report Submission	90 days
Stakeholder Engagement	Number of Stakeholder Consultations	Minimum of 3 consultations per project
Regulatory Compliance	Compliance with Legal Standards	100% compliance

6. 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.

6. Responsibilities

6.1 Service Provider Responsibilities

- Conduct comprehensive Environmental Impact Assessments in a timely and professional manner.
- Ensure all EIAs are conducted in compliance with relevant environmental laws and regulations.
- Engage with all relevant stakeholders and incorporate their feedback into the EIA reports.
- Submit detailed and accurate EIA reports to the Kogi State Ministry of Environment within the agreed-upon timeframe.
- Provide expert recommendations on the environmental feasibility of proposed development projects.

6.2 Client Responsibilities

- Identify and provide a list of major development projects requiring EIAs.
- Ensure that the Service Provider has access to all necessary information and documentation related to the projects.
- Facilitate stakeholder engagement by providing introductions and contacts where necessary.
- Review EIA reports and provide feedback or requests for additional information 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 Environment.
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 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 under the laws of Kogi State and the Federal Republic of Nigeria.

13. Signatures

For Kogi State Ministry of Environment:

, Date]

For [Service Provider Name]:

Director, Ministry of Environment

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

