



## **SERVICE LEVEL AGREEMENT (SLA)**

**BETWEEN**

**INVESTORS/PARTNERS**

**AND**

**ANAMBRA STATE INVESTMENT PROMOTION AND PROTECTION AGENCY  
(ANSIPPA)**

## SERVICE LEVEL AGREEMENT (SLA)

This **Service Level Agreement** ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, **20**, by and between:

1. **Anambra State Investment Promotion and Protection Agency (ANSIPPA)**, a statutory agency established under the laws of Anambra State, with its principal office located at Block B, Millennium Plaza, along Enugu/Onitsha Expressway, Awka, Anambra State hereinafter referred to as "ANSIPPA"; and
2. **[Investor/Partner Name]**, a [Company Type] registered under the laws of [Jurisdiction], with its principal office located at [Insert Address], hereinafter referred to as the "Investor/Partner."

### 1. Purpose

This Agreement sets forth the respective commitments, obligations, and responsibilities of ANSIPPA and the Investor/Partner for the purpose of facilitating, protecting, and sustaining investments within Anambra State. The Agreement outlines the service delivery standards expected from ANSIPPA and the Investor/Partner in ensuring the efficient implementation and compliance with applicable laws governing investment activities in the State.

### 2. Scope of Services

**ANSIPPA** shall provide facilitation and support in the following areas:

1. **Investment Information and Advisory Services:** Provision of up-to-date and accurate information on investment opportunities, the business climate, and the applicable regulatory framework in Anambra State.
2. **Access to Land, Permits, Licenses, and Approvals:** Facilitation through the One-Stop-Shop mechanism for obtaining the necessary permits, licenses, and land allocations.
3. **Structuring and Facilitation of Public-Private Partnership (PPP) Projects:** Support in the structuring, facilitation, and promotion of PPP projects in line with state and federal regulations.

4. **Aftercare Services:** Ongoing support to ensure smooth operations and long-term success of the Investor/Partner's investment within Anambra State.
5. **Investor Protection and Grievance Redress:** Facilitation of grievance redress through the Grievance Redress Mechanism (GRM) to address and resolve any complaints or issues raised by the Investor/Partner.

### 3. Service Standards

**ANSIPPA** commits to providing services in accordance with the following minimum service delivery standards:

1. **Written Response to Enquiries:** Within five (5) working days.
2. **Drafting/Review of MOUs and Preliminary Agreements:** Within fourteen (14) working days.
3. **Processing of Land Allocation Requests:** Within thirty (30) working days, subject to due diligence.
4. **Facilitation of Regulatory Approvals:** Within thirty (30) to sixty (60) working days, depending on the complexity of the transaction.
5. **Investor Grievance Redress:** Acknowledgement of grievances within two (2) working days and resolution within thirty (30) working days.

### 4. Roles and Responsibilities

#### **ANSIPPA's Responsibilities:**

1. **Transparency and Accountability:** Ensure transparency in all dealings and coordination with relevant Ministries, Departments, and Agencies (MDAs) of the State.
2. **Protection of Investor Interests:** Safeguard the legal rights and interests of investors in accordance with relevant laws, both State and Federal.
3. **Timely Updates:** Provide periodic updates on the status of investment facilitation processes.
4. **Compliance with Laws:** Ensure compliance with all applicable laws, including environmental, social, and community standards.

## 5. Investor/Partner's Responsibilities:

1. **Provision of Documentation:** Provide complete, accurate, and timely documentation necessary for the facilitation of services.
2. **Compliance with Laws:** Comply with all applicable laws, including those relating to environmental protection, community responsibilities, and regulatory frameworks.
3. **Honoring Agreements:** Fulfill contractual obligations and ensure the proper management of investment-related projects.

## 6. Monitoring, Review, and Dispute Resolution

1. **Performance Monitoring:** The performance of both parties under this Agreement shall be periodically monitored by ANSIPPA to ensure compliance with the terms outlined herein.
2. **Feedback and Complaints:** Investor complaints or feedback shall be processed through ANSIPPA's Grievance Redress Mechanism (GRM).
3. **Escalation of Disputes:** If any dispute remains unresolved through the GRM, the matter shall be escalated to the Managing Director/CEO of ANSIPPA for further action. If the dispute is not resolved, it will be referred to arbitration under the Arbitration and Conciliation Act or any other applicable dispute resolution mechanism.
4. **Review of Agreement:** This Agreement shall be reviewed annually or as required due to policy or regulatory changes.

## 7. Termination

### 7.1 By ANSIPPA:

**ANSIPPA** may terminate this Agreement upon written notice to the **Investor/Partner** if any of the following occurs:

- **False or Misleading Information:** The Investor/Partner provides false, misleading, or incomplete information.
- **Non-compliance with Laws:** The Investor/Partner fails to comply with applicable State or Federal laws and regulations.
- **Failure to Meet Obligations:** The Investor/Partner fails to meet agreed obligations, including project milestones, community responsibilities, or environmental standards.

- **Reputational Harm:** The Investor/Partner engages in activities that harm the reputation or objectives of ANSIPPA or the State.

## 7.2 By the Investor/Partner:

The Investor/Partner may terminate this Agreement if:

- **Failure of Service Delivery:** ANSIPPA consistently fails to provide agreed facilitation services despite written notice.
- **Material Impact from Regulatory Changes:** Policy or regulatory changes materially affect the viability of the investment, and the Investor/Partner cannot continue the project as originally intended.

## 7.3 General Provisions:

- **Notice of Termination:** Termination shall require a minimum of thirty (30) days' written notice by either party unless otherwise mutually agreed.
- **Obligations Upon Termination:** Upon termination, both parties shall fulfill all obligations accrued before the termination date.
- **Remedies:** Termination rights are without prejudice to any other legal remedies available to either party.

## 8. Limitation of Liability and Indemnity

1. **No Indemnity by ANSIPPA:** ANSIPPA shall not indemnify, hold harmless, or be liable to the Investor/Partner or any third party for claims, losses, or damages arising out of this Agreement or actions taken by the **Investor/Partner**.
2. **Limitation of Liability:** ANSIPPA's liability to the Investor/Partner shall be limited to direct damages only, excluding any indirect, consequential, or punitive damages. ANSIPPA's total liability shall not exceed the value of services rendered under this Agreement.
3. **Indemnity by Investor/Partner:** The Investor/Partner agrees to indemnify and hold harmless ANSIPPA, its officers, agents, and employees from any claims, losses, damages, liabilities, costs, or expenses (including legal fees) arising from the Investor/Partner's breach of this Agreement or failure to comply with applicable laws.

## 9. Force Majeure

Neither party shall be held liable for failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, strikes, governmental regulations, or other unforeseeable events.

## 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and the State of Anambra. Any disputes arising out of or in connection with this Agreement shall be resolved under Nigerian law and shall be subject to the exclusive jurisdiction of the courts in Anambra State.

## 11. Miscellaneous

1. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.
2. **Amendment:** This Agreement may be amended only by a written instrument signed by both parties.
3. **Severability:** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

## 12. Validity

This Agreement shall take effect upon execution by both parties and shall remain valid for a period of two (2) years, subject to renewal or amendment by mutual consent.

**IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective parties, have executed this Agreement as of the date first written above.**

**For Investor/Partner:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For ANSIPPA:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_