

NESREA SERVICE LEVEL AGREEMENT (SLA) FOR ENVIRONMENTAL IMPORT CLEARANCE

1.0 PURPOSE

This Service Level Agreement (SLA) defines the service standards, timelines, responsibilities, risk framework, and accountability mechanisms governing the issuance of Environmental Import Clearance (EIC) by NESREA through the National Single Window (NSW) platform.

This SLA promotes:

- i. Environmental protection and pollution prevention;
- ii. Transparent and predictable import clearance timelines;
- iii. Compliance with extant environmental laws and Multilateral Environmental Agreements; and
- iv. Ease of doing business without compromising environmental integrity.

2.0 SCOPE

This SLA applies to:

- i. Raw materials and chemicals (annual or per shipment)
- ii. New and used equipment/items subject to environmental regulation.

Operational procedures are governed by the NESREA Standard Operating Procedure (SOP) for Environmental Import Clearance.

3.0 SERVICE LEVEL OBJECTIVES (SLOs)

PROCEDURE (Step by Step)	TIMELINES (Working Days)
1. Submission of Application on the NSW platform to import 2. Documents to be attached in line with Documentary requirements as required by NESREA	Dependent on the importer
3. Upon receipt, Checking and Validation Officer verifies Application and Documents; 4. If correct, application is approved for payment advice	Within 48 Hours
5. If not complete, additional documents are requested;	Within 24 Hours
6. After Approval, Environmental Import Clearance is issued to the Importer	Within 24 Hours
7. Upon approval, the consignment may be subjected to inspection; 8. If there is no concerns detected during the Agency's clearance inspections, the consignment will be cleared.	After Inspection
9. If there are concerns during the Agency clearance inspections the consignment will be put on hold pending necessary regulatory actions.	Dependent on the Importer

10. In case of repatriation of banned items or banned chemicals, the Agency is involved in the repatriation process and logistics of the items	Dependent on the Importer as the cost is bore by the importer
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Timelines apply only where submissions are complete and compliant.
Timelines may be suspended under Force Majeure or where importer delays occur.

4.0 RISK-BASED SERVICE MODEL

NESREA operates a Centralized Risk Management System integrated into the NSW platform.

All consignments are assigned a risk category based on environmental indicators.

Risk Categories

Score Range	Category	Regulatory Action
1-25	Green	No physical examination
26-75	Yellow	Documentary verification
76-100	Red	Physical examination / enforcement

5.0 ENVIRONMENTAL RISK ASSESSMENT CRITERIA

Risk scoring considers the following environmental indicators:

- i. Country of Origin;
- ii. Importer Compliance History;
- iii. Alignment with Multilateral Environmental Agreements;
- iv. Chemical Composition and Toxicity;
- v. Quantity and Volume Risk;
- vi. Intended Use (Industrial, Commercial, Consumer);
- vii. Environmental Sustainability Profile;
- viii. Transportation and Handling Risk;
- ix. Valid Permits and Certifications;
- x. Waste Management Implications;
- xi. Emerging Environmental Risk Trends; and
- xii. Frequency of Shipment.

The scoring methodology is maintained as a technical annex and may be updated periodically without amending this SLA.

6.0 ROLES AND RESPONSIBILITIES

6.1 NESREA Responsibilities

- i. Process applications within established timelines;
- ii. Apply environmental risk-based review;
- iii. Provide written justification for detentions or delays;
- iv. Ensure transparency and digital traceability; and
- v. Enforce environmental regulations objectively.

- vi. Issue Environmental Import Clearance

6.2 Importer Responsibilities

- i. Submit complete and accurate documentation;
- ii. Provide valid certifications and permits;
- iii. Bear inspection, laboratory, and repatriation costs where applicable;
- iv. Comply with extant environmental laws and directives; and
- v. Ensure proper waste management where required.

7.0 POST-CLEARANCE CONTROLS

NESREA reserves the right to:

- i. Conduct port inspections;
- ii. Take samples for laboratory testing;
- iii. Conduct functionality testing of used equipment; and
- iv. Verify environmental compliance post-entry.

8.0 NON-COMPLIANCE AND ENFORCEMENT

Where violations are detected, NESREA may:

- i. Deny or revoke clearance;
- ii. Detain consignments;
- iii. Order laboratory testing;
- iv. Order repatriation at importer's expense;
- v. Impose administrative charges; and
- vi. Initiate prosecution under applicable laws.

For banned or prohibited items, NESREA shall supervise repatriation in line with national environmental regulations and International instruments.

9.0 SLA BREACH BY NESREA

An SLA breach occurs where NESREA fails to meet stated service timelines without lawful justification.

In such cases:

- i. A written explanation shall be issued within 2 Business Days;
- ii. The matter may be escalated to Director-level review;
- iii. The application shall receive priority processing; and
- iv. Performance shall be captured in quarterly SLA compliance reporting.

Default approval shall not apply where environmental safety may be compromised.

9.1 Communication Channels and Escalation Protocols

For enquiries, complaints, or escalation relating to Environmental Import Clearance processing timelines, the following communication channels shall apply:

- i. **NESREA Internal Call Support** – Primary communication channel for application queries and status updates.
- ii. **NESREA NSW Call Centres** – For physical support requests.

iii. **Escalation** – Where issues remain unresolved after 48 working day hours, matters may be escalated through the NESREA official communication channel. NESREA shall acknowledge all escalation requests within **one (1) working day** and provide a resolution timeline where applicable.

10.0 LIABILITY AND DISCLAIMER

NESREA shall not be liable for:

- i. Delays resulting from incomplete or inaccurate submissions;
- ii. Financial losses arising from regulatory detention of non-compliant goods;
- iii. Storage, demurrage, or logistics costs;
- iv. Environmental damage caused by importer negligence;
- v. Costs associated with repatriation of banned or prohibited items; and
- vi. Delays caused by Force Majeure events.

11.0 FORCE MAJEURE

Neither party shall be liable for delay or failure resulting from events beyond reasonable control, including:

- i. Natural disasters;
- ii. War or civil unrest;
- iii. Pandemic or public health emergency;
- iv. Government trade restrictions or Policies;
- v. National security directives;
- vi. Widespread NSW digital system failure; and
- vii. Port closures or customs disruptions.

Timelines shall be suspended during such events.

12.0 GOVERNING LAW AND DISPUTE

This SLA shall be governed by the Laws of the Federal Republic of Nigeria.

Disputes shall be resolved through:

- i. Administrative review;
- ii. Mediation; and
- iii. Courts of competent jurisdiction.

13.0 MONITORING AND REPORTING

NESREA shall publish Annually:

- i. Average processing times;
- ii. Risk category distribution;
- iii. Inspection statistics;
- iv. SLA compliance rate; and
- v. Enforcement summary statistics.

14.0 REVIEW AND AMENDMENT

This SLA shall be reviewed as the case arises or upon significant amendment of environmental regulations.

15.0 EFFECTIVE DATE

This SLA shall take effect on 27th March, 2026 upon approval by the Director General/CEO of NESREA and shall remain valid until reviewed or amended in accordance with section 14.0.

This document has been approved by the Management team of the National Environmental Standards and Regulations Enforcement Agency (NESREA)