MWANANCHI COMMUNICATIONS LIMITED & IFAKARA HEALTH INSTITUTE

## **AMENDMENT NO. 01**

# DIGITAL SERVICES AGREEMENT

## BETWEEN

## **MWANANCHI COMMUNICATIONS LIMITED**

## AND

# IFAKARA HEALTH INSTITUTE

13 MARCH 2025

#### MWANANCHI COMMUNICATIONS LIMITED & IFAKARA HEALTH INSTITUTE

This Amendment No. 01 (the "AMENDMENT") is entered by and between:

**MWANANCHI COMMUNICATIONS LIMITED** a company organized and existing under the laws of Tanzania with certificate of registration number 41222, having its head office at Mandela Road, Plot No. 34/35 P.O Box 19754, Dar es Salaam, Tanzania, represented by Victor MUSHI, in his capacity as an Acting Managing Director (hereinafter referred to as "MCL").

#### AND

**THE REGISTERED TRUSTEES OF THE IFAKARA HEALTH INSTITUTE,** a Registered Trustee established under the Trustees Incorporation Act, CAP318 of 2000, of P. O. Box 78373, Plot 463, Kiko Avenue, Mikocheni, Off Mwai kibaki road, Dar Es Salaam Tanzania (hereinafter referred to as **CLIENT**, which expression shall where the context so requires bind and include its successors in business or interest and/or permitted assigns) of the SECOND PART;

The parties above are hereinafter referred to as the "**PARTIES**" collectively and a "**PARTY**" individually.

#### RECITALS

- 1. MCL and CLIENT have entered into a contract for the Provision of Digital Services with effective date on 26<sup>th</sup> January 2025 ("**CONTRACT**").
- 2. MCL and CLIENT have agreed that certain amendments should be made to the CONTRACT.
- 3. As a result of the foregoing, the PARTIES hereto wish to amend the CONTRACT in terms set out in this AMENDMENT.

#### It is HEREBY AGREED:

#### **ARTICLE 1 - INTERPRETATION**

1.1 In the event of conflict between the CONTRACT and this AMENDMENT, the terms of this AMENDMENT shall prevail to the extent of the inconsistency.

### **ARTICLE 2 - EFFECTIVE DATE OF THE AMENDMENT**

This AMENDMENT shall take effect from the date it was first written above and shall form an integral part of the CONTRACT.

### **ARTICLE 3 - AMENDMENT OF THE CONTRACT**

- 3.1 MCL and CLIENT agree that the CONTRACT shall be amended as follows:
  - 3.1.1 Modify clause 2, "OBLIGATIONS OF CLIENT" to add contents as below
  - 3.1.2 The CONTRACT number of subscribers and amount paid is added by one SUBSCRIPTION. Notwithstanding the above, the added subscription in the contract shall be for "THE EAST AFRICAN" newspaper in the Mwanaclick for an amount of TZS 240,000/- per year for the scope of SERVICE.

### MWANANCHI COMMUNICATIONS LIMITED & IFAKARA HEALTH INSTITUTE

3.1.3 In line with the above, clause 2 item 2.2" is modified as follows:

#### 2. <u>OBLIGATIONS OF CLIENT</u>

2.2 To pay TZS 600,000/= for Mwanaclick 5 subscriptions including TZS 240,000/- for

The East African Newspaper for the period of **one year**.

3.1.4 Save as specifically provided for herein, all rates, **terms**, and **conditions** of the CONTRACT shall remain in full force and effect unless modified by means of any amendment, restatement, or Change Order.

#### **ARTICLE 4 - MISCELLANEOUS**

4.1 Continuing Obligations and Liabilities Save as amended by this AMENDMENT, the provisions of the CONTRACT shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have caused the AMENDMENT to be executed by their duly authorized representatives.

For: MCL

### MWANANCHI COMMUNICATIONS LIMITED

For: CLIENT

## IFAKARA HEALTH INSTITUTE

Name: Victor A. Mushi

Title: Ag. Managing Director

Signature:

0F21748AC22E434...

Signed by:

#### In the presence of

Name: \_\_\_\_\_kamanda fundikira

Title: Legal Officer

Signature:	Signed by:	
	Mandikira.	-
	8A56DBB7C84F40A	

Ally Olotu Name:

Acting Chief Executive Director Title:

Signature:

In the presence of Noel Shiyo		
Name:		
Legal Ac	lvisor	
	DocuSigned by:	
Signature:	BB3C53D54233466	