



YENEPOYA

(DEEMED TO BE UNIVERSITY)

Recognized under Sec 3(A) of the UGC Act 1956

Accredited by NAAC with 'A' Grade

Details of the Collaborative Activity

2017-2021

Name of the Collaborating Institute: Med Know Publications, Mumbai (Earlier named as Wolters Kluwer India Pvt. Ltd, Punjab, India)

Name of the Collaborating Department with YDU: Yenepoya (Deemed to be) University.

Year of MoU: 2017

MOU: Yenepoya (Deemed to be) University signed an official MOU with Med Know Publications, Mumbai for publication of the official journal of Yenepoya (Deemed to be university) 'Archives of Medicine and Health Sciences'. <https://www.amhsjournal.org/>

Yearly two journal issues are published. <https://www.amhsjournal.org/aboutus.asp>

ATTESTED

Dr. Mangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



**YENEPOYA
UNIVERSITY**

Recognised under Sec 3(A) of the UGC Act 1956 as per notification number F.9-11/2007.U.3(A) dated 27-02-2008
Accredited by NAAC with 'A' Grade

JOURNAL PUBLISHING AGREEMENT

BUSINESS TERMS

This Journal Publishing Agreement consists of these Business Terms and the Standard Terms and Conditions attached hereto and made a part hereof. The capitalized terms appearing in the Business Terms, if not defined below, shall have the meanings set forth in Section 1 of the Standard Terms and Conditions.

A. PARTIES:

PUBLISHER: Wolters Kluwer India Private Limited Registered office address: SCF 3, Sector 71, Mohali - 160071, Punjab, India Mailing address: A-202, 2nd Floor, The Qube, C.T.S. No. 19498A/2, Village Marol, Andheri (East), Mumbai 400059, India	JOURNAL OWNER: Yenepoya University Registered office address: Department of Neurology, Yenepoya Medical College, University Road, Deralakatte, Mangalore 575 018, Karnataka, India Mailing address: As above
Country of incorporation: India	Country of incorporation: India

B. EFFECTIVE DATE: 26-Oct-2017

C. JOURNAL DESCRIPTION:

1. The name of the Journal is Archives of Medicine and Health Sciences.

ATTESTED. The Intellectual Property Rights in the Journal are owned by Yenepoya University.

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

Registrar
Yenepoya University
University Road, Deralakatte, Mangaluru - 575 018.

University Road, Deralakatte, Mangaluru - 575 018.
T : +91 824 220 4676 / 4668 / 4669 / 4671 / 2192 / 2193 F : +91 824 220 4667 E : reachus@yenepoya.org
Yenepoya University
26-Oct-2017
www.yenepoya.edu.in

3. As of the Effective Date, the Journal is published 2 times per calendar year. Changes in the frequency of publication during the Term can only be made by mutual written agreement between the Parties, which agreement must be entered into by June of the year prior to the year in which the publication frequency is to be changed.
4. Where the Journal is being produced in print as well as digital form, the minimum number of copies of each issue being purchased by Journal Owner for distribution to Journal Owner's members in print form is 500.

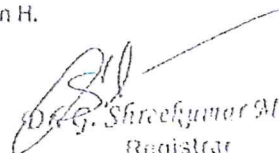
D. AMOUNTS PAYABLE TO PUBLISHER:

The following Charges, which are subject to adjustment as set forth in Section 5 of the Standard Terms and Conditions, shall be paid by Journal Owner to the Publisher for each issue of the Journal. Publisher shall add all applicable taxes to the invoices, and such taxes shall be the responsibility of Journal Owner.

Work Provided	Charge
Annual Website and Manuscript Management System Maintenance Charges (payable in advance from the go live date of the Journal on Web system 12 months after the effective date and annually thereafter)	INR 21,000
Plagiarism checks	Charged at the rate stated in the Journal on Web and payable quarterly.
Charge per issue for publishing in print and online (including all print copies), inclusive of pre-press and xmi charges **,'	INR 3,08,000
Issues published online but not printed (The JOURNAL OWNER agrees to provide print issue approval to the PUBLISHER within seven (7) days of online publication. If approval is not forthcoming the stated charge for online publication will be made and deducted from the print charges once approval to print is received).	INR 1,50,000

**Publishing charges are indicative and subject to change depending on change in pages & print demand. Postage and mailing charges will be calculated on the basis of actuals plus 10 % handling fees

† The minimum annual charge for print copies shall be: INR 3,08,000. In the event where the annual spend is less than this amount then the balance due will be calculated and payable annually 12 months from the EFFECTIVE date. The Publisher reserves the right to review and amend these rates if the number of copies requested falls below that stated in Section H.


 Dr. G. Shree Kumar Menon
 Registrar
 Yenepoya University
 Mangaluru - 575 018

Yenepoya University
 26-Oct-2017


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 Yenepoya (Deemed to be University)
 University Road, Deralakatte
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E. ROYALTIES PAYABLE NET OF TAX TO JOURNAL OWNER:

The following Royalties shall be payable by Publisher to Journal Owner

1. Royalties from subscriptions
 - a. For subscription to Journal:
70 % of Net Revenue as set forth in the Standard Terms and Conditions.
 - b. For selling additional copies:
70 % of Net Revenue.
2. Charges from Pharma companies for reprints and sponsored issues:
70 % of Net Revenue. The journal will be charged for the production of reprints at contracted rates. These rates will be made available on request.
3. Charges from 3rd Party agents:
70 % of Net Revenue
4. Advertisement revenue
 - a. For advertisement on websites:
70 % of Net Revenue
 - b. For advertisement in print journal managed by the Publisher;
70 % of Net Revenue
 - c. For advertisement in print journal managed by the Journal Owner;
100 % of Net Revenue
5. Charges from Others
 - a. For Commercials Supplements:
70 % of Net Revenue. The journal will be charged for the production of supplements at contracted rates. These rates will be made available on demand. In addition, specific supplement agreements can be individually negotiated.
 - b. For purchase of digital articles:
70 % of Net Revenue generated from digital articles
 - c. From revenues generated by article processing charges or submission charges:
70% of Net Revenue
 - d. From revenues generated from the exploitation of the Journal articles from third party sources other than those listed above:
70 % of Net Revenue.

F. TERM

The Initial Term of this Journal Publishing Agreement shall begin on the Effective Date and shall continue until December 31, 2022. Thereafter, this Agreement shall automatically renew for successive terms of five (5) years each

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(each such renewal term, a "Renewal Term", and together with the Initial Term, the "Term"), the conclusion of such periods to be measured by completion of the distribution and sale of the appropriate anniversary issue of such originally final issue, unless either Party gives written notice of termination of the Agreement to the other Party not less than twelve (12) months prior to the end of the Initial Term or then-current Renewal Term, as applicable. Charges in the Renewal Term are subject to adjustment as set forth in Section 5 of the Standard Terms and Conditions.

G. ADDRESSES FOR PURPOSES OF NOTICE:

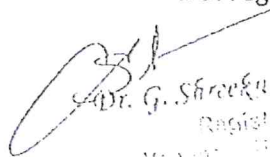
PUBLISHER: Wolters Kluwer India Private Limited A7, Kanara Business Centre, Off Link Road, Ghatkopar (E), Mumbai-400075 India	JOURNAL OWNER: Yenepoya University, Department of Neurology, Yenepoya Medical College, University Road, Deralakatte, Mangalore-575018, Karnataka, India
TO THE ATTENTION OF: OFFICE DIRECTOR Phone: +91 22 66491818 Fax number: +91 22 66491817 Email: journals@medknow.com	TO THE ATTENTION OF: Dr. B. P. Shelley, Editor in Chief, AMHS, Department of Neurology, Yenepoya University Phone: +9480160100 Fax number: Email: drbpshelley@gmail.com

H. PROVISIONS SPECIFICALLY RELATED TO THE JOURNAL:

The specifications for each issue of the print version of the Journal (if any) shall be:

1. Page Size: 8.5" x 11"
2. Copies: 1000
3. B&W Pages: 130
4. Colour Pages: 20
5. Cover printing: Four colour
6. Binding: Perfect binding
7. Printing: Offset printing using CTP plates
8. Lamination: BOPP
9. Prepress Work: Including three electronic proofs
10. Additional work included: Copy editing for style (as exhibited in Exhibit A and B). Reference correction with MEDLINE. DOI registration for current articles.

Yenepoya University
26-Oct-2017


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Yenepoya University
Mangalore-575018, Karnataka

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Any variations on the above will result in a change to the amount charged.

I. ADDITIONAL TERMS

1. Termination of Prior Agreement

The Parties agree that previous agreement between the Parties dated 27 Oct 2012 (the "Prior Agreement") is hereby terminated by mutual agreement of the Parties as of the Effective Date, without additional cost to either Party (except for any monies owed as of such date unrelated to termination or expiration of the applicable Prior Agreement). Except as expressly provided herein, such termination shall not affect the survival of any applicable provisions that expressly or by their nature should survive the termination or expiration of the Prior Agreement.

2. Pre-Existing Customer Agreements:

The Journal Owner and Publisher agree that as of the Effective Date all customer subscription agreements currently in effect for the Journal pursuant to the Prior Agreement shall be deemed customer subscription agreements pursuant to this Agreement, governed by the terms and conditions hereof. For the avoidance of doubt, the Journal Owner and Publisher acknowledge and agree that royalties for such pre-existing customer subscription agreements have been collected and paid under the Prior Agreement, and that no further royalties shall be owed to the Journal Owner by Publisher with respect to such pre-existing customer subscription agreements.

By signing in the spaces below, Publisher and Journal Owner indicate their understanding of and agreement with all of the terms and conditions contained in these Business Terms and the attached Standard Terms and Conditions. The parties execute this Agreement by their duly authorized representatives, effective as of the last date set forth below.

ACCEPTED AND AGREED:

PUBLISHER

By: _____

Name: PRITESH M. SHETH

Title: DIRECTOR OF IT & RESIDENT DIRECTOR

DATE SIGNED: 

25/July/2017


JOURNAL OWNER

By: 

Name:

DATE SIGNED: _____

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Dr. Gangadhara Somayaji K.S.
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Yenepoya (Deemed to be University)
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Wolters Kluwer India
Journal Publishing Agreement
Standard Terms And Conditions

WHEREAS, Wolters Kluwer India Private Limited ("Publisher") is engaged in the business of providing publishing solutions in connection with the publication and distribution of scholarly journals; and

WHEREAS, Journal Owner wishes to engage the Publisher to provide the specified publishing solutions to the Journal Owner on the terms agreed herein.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties hereby agree as follows:

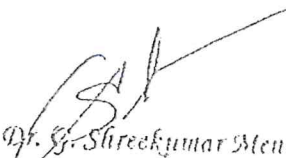
1. Definitions.

- a. "Affiliate" of an entity means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.
- b. "Agreement" means these Standard Terms and Conditions (including Exhibit A and B attached hereto and made a part hereof), and the Business Terms attached hereto and executed by both parties.
- c. "AP C" means an Article Publication Charge paid by an author or funder in order that access to an article may be free of charge at the point of use without any embargo or limitation.
- d. "Business Terms" means the statement of the commercial arrangement between Publisher and Journal Owner that has been executed by both parties and to which these Standard Terms and Conditions are attached.
- e. "COPE Code of Conduct" is the code of conduct and best practice guidelines promulgated by the Committee on Publication Ethics ("COPE"), as published from time to time on the COPE website (publicationethics.org).
- f. "Copyright" means a bundle of intangible rights granted by statute to the author or originator of certain literary or artistic productions, whereby, for a limited period, the exclusive privilege is given to that person to make copies of the same for publication and sale.
- g. "Editor". The person or persons duly appointed by the Journal Owner to manage acceptance and publication of articles.

Wolters Kluwer India -- Standard Terms and Conditions

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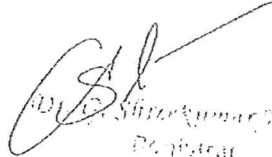

Dr. G. Shree Kumar Menon
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- h. "Editorial Board" means the group of people duly appointed by the Journal Owner and granted responsibility for dictating the tone and direction the Journal's editorial policy will take.
- i. "Effective Date" is the date set forth in the Business Terms.
- j. "Electronic Media" means any and all media (now known or hereafter invented) for electronic distribution of information content, including without limitation (i) physical electronic media such as CD-ROMs and flash memory, and (ii) other forms or applications used to deliver digitized information on local and remote terminals, computers or other electronic devices.
- k. "Event of Default" means (i) failure to make any undisputed payment due in accordance with this Agreement; (ii) material delays in the publishing process unless such delays are related to an event of *force majeure* as described in section 8(b) below; (iii) any unlawful or unauthorized use of the content of the Journal by either party; (iv) the failure by either party to follow ethical practices in publishing as defined by the COPE Code of Conduct; and (v) any other breach of a material term of this Agreement.
- l. "Gross Receipts" means the sum on a continuous basis of all monies or other consideration of any kind (including all amounts from advances, guarantees, security deposits, awards, subsidies, and other allowances) received by, used by or credited to the Publisher (including any sub-distributors, agents or Affiliated parties) from the lease, license, rental, exhibition, performance or other exercise of the rights in the Journal without deductions, except bank charges if any and tax deductions as applicable by law.
- m. "Indemnified Parties" means the Publisher, its Affiliates and their respective agents, directors, officers, and employees.
- n. "Intellectual Property Rights" means all relevant intangible proprietary rights including, without limitation, rights under patent, copyright, trademark, trade secret and other similar laws.
- o. "Journal" means the print or electronic version of the period scholarly publication identified in the Business Terms, including, without limitation, any information, content, text, pictorial or graphic images, tables, editorial materials, and electronic data delivered or otherwise made available by the Journal Owner hereunder for such title(s) and any SGML and PDF files and other electronic conversion formats of such material used by the Publisher to create and publish the electronic version of the Journal. Journal includes e-Page; e-page" means a text page to be published in any version of the Journal published via Electronic Media. An e-page may not be published in the print version of the Journal, provided, that an e-page will be copyedited, typeset, and prepared for posting according to the same editorial processes and procedures as the Journal's print pages.

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Registrar
Yenepoya (Deemed to be University)
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Mangalore- 575 018, Karnataka


Dr. G. Srinivas Kumar, Member
Registrar
Yenepoya University
Mangalore - 575 018

- p. "Journal Distribution Process" means the procedures described on Exhibit A that are to be followed by the Journal Owner and Publisher.
- q. "Mailing List" means the database of members of the Journal Owner who are subscribers to the Journal.
- r. "Manuscript" means an author's submission of literary work for publication.
- s. "Minimum Annual Payment" means an amount equal the charges for one issue of the Journal per -calendar year.
- t. "Net Revenues" means the Gross Receipts subject to fulfilment to the 3rd parties as reduced by credit notes, refunds, bad debts from third parties, agent commissions, discounts, any other direct charge not received by the Publisher.
- u. "Print media," means a physical copy of the Journal or any part of the Journal printed on paper.
- v. "Publishing Solutions" means the manuscript management system, subscription management and pre-press work described on Exhibit A and B hereto.
- w. "Subscription" means an arrangement to receive a publication regularly by paying in advance or otherwise.
- x. "Website" means a website provided by the Publisher to host the content of the Journal. The Website will have the domain name set out in the Business Terms and include the features set out in Exhibit A hereto.

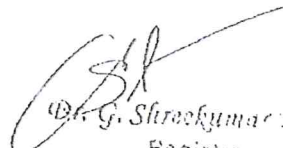
2. Publication of Journal:

- a. Grant of Rights. During the Term, and subject to the terms and conditions of this Agreement, Journal Owner hereby grants to Publisher and its Affiliates the following rights:
- i. The exclusive, worldwide, right and license to (i) publish, reproduce, market, distribute (themselves and through distributors), and sell copies of the Journal throughout the world for the Term in a manner consistent with their respective standard practices, and (ii) format and convert the Journal for electronic production and to publish, reproduce, transmit, display, market, distribute (themselves and through distributors), and sell access to the Journal via Electronic Media throughout the world for the Term.
 - ii. The exclusive, worldwide right to collect subscriptions for the Journal, and to appoint third party agents to collect such charges or otherwise manage such subscriptions on Publisher's behalf.
 - iii. The right to commercially or otherwise exploit the Journal Content created and licensed under this agreement, either in print or on a website or any other online medium.

Wolters Kluwer India – Standard Terms and Conditions

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Dr. G. Shreekyumar Munon
Registrar
Yenepoya University
Mangaluru - 575 018



It is understood and agreed that Publisher and its Affiliates may utilize the Journal at no charge for marketing and promotional purposes, and for internal training, support, maintenance, and instructional purposes.

b. Publishing Solutions; Website and Devices. During the Term, and subject to the terms and conditions of this Agreement (including without limitation Journal Owner's compliance with its obligations hereunder as set forth below), Publisher will provide the Publishing Solutions as further described in Exhibit A and B hereto. Publisher shall also provide and maintain the Website, which will include at a minimum the features listed on Exhibit A.


c. Other Publisher Responsibilities. Publisher will provide the following additional solutions to Journal Owner:

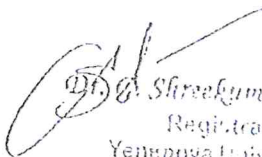
- i. Online Publishing: Publisher shall use commercially reasonable efforts to ensure that each format of the Journal offered via Electronic Media is available to the subscribers/users in a continuous, uninterrupted manner, excluding scheduled downtime and maintenance, and, to the extent such is within the Publisher's control, to minimize periods during which any such Journal format cannot be accessed.
- ii. Editorial Management: Publisher will provide editorial assistance to the Journal Owner in matters relating to ethical issues and publishing norms, and to indexing and bibliographic listing.
- iii. Advertisements: Publisher and its Affiliates may include advertising in the Journal. The Publisher shall be responsible for soliciting on a commercially reasonable basis paid advertising to appear in the Journal at prices to be established according to the Publisher's rate card at the beginning of the year. Both parties to stick to the ad rates and applicable discounts.
- iv. Printing: Where print copies of the Journal are required, the copies will be printed and distributed in accordance with the procedures set out in the Business Terms and Exhibit A.

d. Publishing procedures.

- i. Journal Owner, through its Editor, shall have responsibility for and control of editorial policy and scientific content of the Journal, all to be exercised at Journal Owner's cost and expense. Journal Owner acknowledges that prompt publication is essential to the viability and success of the Journal. The Editor will submit final, complete manuscripts to Publisher in sufficient time for publication as specified in the publishing schedule mutually

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Mangalore - 575 018



agreed to in writing by the Parties. Any illustrations will be submitted in publication-ready form as specified by Publisher. Journal Owner acknowledges and agrees that Journal Owner's control of editorial policy shall be subject to the right of Publisher to withdraw, retract or suspend access to any article that Publisher determines, in its sole judgment after consultation with the Editor, does not conform with the requirements of this Section 4 or otherwise does not conform to accepted international best practices for scholarly journals.

- ii. Publisher and its Affiliates or appointees shall be responsible for managing all commercial activity for the Journal, including, but not limited to the sale of advertising, reprints, supplements, sponsored subscriptions and other Journal business transactions. Publisher shall prepare, in consultation with the Editor, written information for authors ("IFA") that will be provided to each author and that sets forth among other matters, the instructions of Journal Owner to authors with regard to editorial and legal requirements preparation of articles, illustrations and tables, and the authors' proofreading obligations. The IFA shall also include policies on conflict of interest, human and animal rights, and informed consent, which policies shall be consistent with the requirements of the International Committee of Journal Medical Editors, COPE and other accepted international standards, and shall be subject to the review and approval of Publisher. The IFA shall also specify that only articles that comply with the IFA shall be accepted, and that articles shall be subjected to peer-review prior to acceptance.
- iii. Each issue of the Journal and all reprints thereof in any format shall include a disclaimer developed jointly by Journal Owner and Publisher regarding any guarantee or endorsement of the quality or value of any product advertised or mentioned in the Journal.
- iv. If style or layout changes to articles or tables of contents are requested by Journal Owner or Editor, or if new digital file formats or extraordinary materials of any kind are submitted, such requests, formats, or materials must be received by Publisher at a time mutually agreed by Publisher and Journal Owner in advance of the release date for the Journal issue in which the changes, formats, or materials are to appear.
- v. The Editor may allow authors to submit ancillary data to accompany their published articles in any format of the Journal offered via Electronic Media. Such data which will not appear in the print Journal and may, at Publisher's sole discretion, be posted without copyediting, typesetting, or other editorial processing by Publisher and will be designated as "Supplementary Digital Content." Supplementary Digital Content may include data sets,

graphs, tables, audio files and videos and must be submitted in an electronic format acceptable to the Publisher concurrently with the author's delivery of the manuscript. Supplementary Digital Content files must be submitted in file formats and size limitations acceptable to the Publisher.

3. Journal Owner Rights and Responsibilities

a. Content, article style, selection of Editorial Board. Subject to 2(d) above, the Journal Owner shall have the sole right to approve content for the Journal, including the style in which the articles may be published. The selection of the members for the Editorial Board will also be decided solely by the Journal Owner.

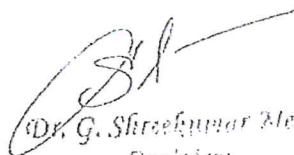
b. Subscription rates. Publisher will suggest rates for subscriptions. Journal Owner shall decide whether to agree to the Publisher rates or require that alternative rates are used. Notification of alternative rates must be supplied to the Publisher by August 1st each year. If Publisher does not receive such notification, then Publisher rates shall apply. If Journal Owner supplies rates by August 1st then Journal Owner rates will apply.

c. Copyright. Any copyright in the content of the Journal will be the property of Journal Owner unless the Parties have specified otherwise in the Business Terms. Journal Owner will be responsible for procuring appropriate agreements with authors and other contributors to the Journal to ensure that Journal Owner owns all copyrights in and to the content or, at a minimum, has been granted sufficient rights to the content to permit the Journal and all content therein to be fully exploited pursuant to the terms of this Agreement.

d. Publication practices; non-infringement. Journal Owner, through the Editor, will submit to Publisher prior to its approval of the folioed page proofs of each article an executed "Author Responsibility and Financial Disclosure Agreement" signed in favor of the Journal Owner by each author of such article and all related material and the supplier of any photographs, figures, and the like. Such agreement shall be in a form to be supplied or approved by the Publisher and shall require that all applicable authors represent and warrant that their articles included in the Journal shall not infringe upon any copyright or other proprietary or property right of a third party, shall contain no material that is libelous, an invasion of privacy, or otherwise contrary to law, and shall not be fraudulent, plagiarised or incorrectly attributed and that the authors shall defend, indemnify

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Yenepoya University
Mangalore - 575 018



and hold harmless the Journal Owner, the Publisher and its Affiliates from all third party claims arising from a claimed violation of such representations and warranties, provided no settlement of a claim against either the Journal Owner or the Publisher or its Affiliates may be made without the prior consent of such party, such consent not to be unreasonably withheld.

e. Additional Responsibilities of Journal Owner. The Journal Owner shall be responsible for:

- i. Handling all correspondence with the authors and reviewers;
- ii. Checking all manuscripts for scientific and ethical integrity;
- iii. Proof-reading and approving the final content of the Journal;
- iv. Ensuring that all issues are delivered to the Publisher in the agreed format and in sufficient time to permit the Publisher to publish each issue on time;
- v. Paying all direct and indirect taxes on revenue earned by Journal Owner under this Agreement; and
- vi. Maintaining an accurate and up-to-date database of its members in a format acceptable to Publisher, which shall be promptly shared with Publisher as and when updated.

f. Exclusivity and Non-Compete. The Journal Owner shall not, directly or indirectly, engage, encourage, assist or participate, financially or otherwise (collectively, "Participation"), in the development or operation of a peer reviewed, print, web-based, or electronic publication, similar in type to a journal, in a field that covers an essentially identical subject matter as the Journal and competes for substantially the same pool of advertisers and/or subscribers, without providing the Publisher with a right of first refusal to enter into an agreement substantially similar to this Agreement for publishing rights to such publication. If the Publisher reasonably objects to the Journal Owner's Participation in such publication, the Publisher shall have the right to terminate this Agreement upon sixty (60) days' prior written notice.

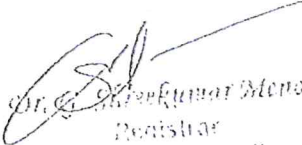
4. Intellectual Property Rights; Attribution.

a. Publisher is the owner or licensee of all Intellectual Property Rights in and to the publishing platform provided by Publisher to perform the Publishing Solutions, including without limitation the manuscript submission system and all software, graphics and designs used in connection with the Website (the "Publisher Tools"), and Journal Owner has and will not have any Intellectual Property Rights to the Publisher Materials.

Wolters Kluwer India – Standard Terms and Conditions

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b. Journal Owner is, unless otherwise provided in the Business Terms, the owner of the domain name and the Journal Content.

c. Publisher shall be identified as the publisher of the Journal through the use of Publisher's name and logo, which will appear at a minimum on the home page, footer text and "about us" pages of the Website and in electronic formats of the Journal Content and, if the Journal is also made available in print format on the cover page and masthead of each issue.

5. Payment Procedures.

a. Charges. Publisher shall provide Journal Owner with an invoice for all Charges owed to it by Journal Owner for activities performed by Publisher, as set forth in the Business Terms. Charges payable in advance shall be billed promptly upon the execution of this Agreement. Other Charges shall be due and owing upon completion of the applicable activity, without reference to whether the Journal issue with respect to which such activities were performed has been completed and published, and shall be billed following publication of each issue. For avoidance of doubt, Publisher reserves the right to charge Journal Owner for activities rendered in respect of articles that have been processed by Publisher, but that have not been approved for final publication by the Journal. All invoices shall be due thirty (30) days from receipt. Failure to make timely payments is an Event of Default.

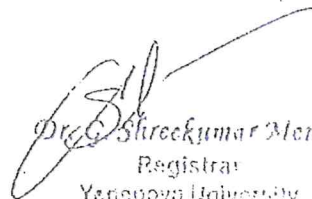
b. Royalties. Royalties to be paid by Publisher in relation to the publishing rights granted in clause 2 above to Journal Owner shall be paid following the clearance of all outstanding bills and invoices in full described in 5a) above. Publisher will send to Journal Owner a statement of the revenues with respect to which Royalties are owed to Journal Owner along with the invoices for the amounts billed in 5a) above. Each statement will be accompanied by payment of the amount shown thereon to be due. In making payments under this Agreement, the Publisher may withhold any amounts from any Royalties otherwise due hereunder as are required by applicable tax or other law or regulation, as well as the amount of any unpaid and undisputed invoices for Charges.

c. Minimum Annual Payment. If the amount paid to Publisher in Charges in any year of the Term is less than the Minimum Annual Payment, Publisher shall invoice Journal Owner for the difference between the amount of Charges and the Minimum Annual Payment for such year.

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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka


Dr. Shree Kumar Menon
Registrar
Yenepoya University
Mangalore - 575 018



d. Adjustments. Publisher shall have the right to conduct a review of the Charges, six months after the Effective Date and thereafter once per year on the anniversary of the initial review. Charges may be adjusted upward by up to 10% by Publisher to reflect (i) any changes in the costs to Publisher in providing the Publishing Solutions, including without limitation fluctuations in the prices of paper and printing, and (ii) changes in the rate of relevant foreign exchange transaction.

e. Currency. All payments due hereunder shall be made in Indian Rupees.

6. Warranties and Indemnities

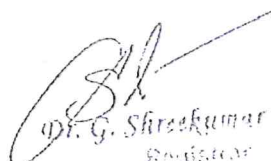
a. Publisher's Warranties. Publisher represents and warrants that: (i) it has the right and power to enter into this Agreement and to perform its obligations herein; (ii) this Agreement does not conflict with any obligations or duties, express or implied, that Publisher has to third parties; (iii) the person executing this Agreement on the Publisher's behalf is authorized to do so; (iv) it is not insolvent or in danger of bankruptcy or unable to pay its debts in the regular course of business; and (v) it will not engage in any activity that is likely to bring disrepute to the Journal.

b. Journal Owner's Warranties. Journal Owner represents and warrants that: (i) it has the right and power to enter into this Agreement and to grant the rights herein granted; (ii) it has not previously assigned, transferred or otherwise encumbered such rights; (iii) this Agreement does not conflict with any obligations or duties, express or implied, that Journal Owner has to third parties; (iv) the person executing this Agreement on the Journal Owner's behalf is authorized to do so; (v) it owns the Intellectual Property Rights in the Journal and the licenses granted herein do not and will not infringe upon, violate or misappropriate any Intellectual Property Rights or any other proprietary right, contract or other right or interest of any third party; (vi) the Journal does not and will not violate the publicity or privacy rights of any third party, or libel or slander any third party, (vii) the Journal does not and will not contain any scandalous, obscene, or negligently prepared information, (viii) the Journal is not and will not be fraudulent, plagiarized or incorrectly attributed, (ix) it is not insolvent or in danger of bankruptcy or unable to pay its debts in the regular course of business; and (x) it will not engage in any activity that is likely to bring disrepute to the Journal.

c. Indemnities by Publisher. Publisher hereby indemnifies Journal Owner and its directors, officers, and employees, and agrees to defend and hold them harmless from and against any and all liability, damage, loss, costs or expenses (including reasonable attorney's fees and costs of settlement) incurred by

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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka


D. G. Shree Kumar Menon
Registrar
Yenepoya University
Mangalore - 575 018

Journal Owner or such parties, arising out of, or relating to: (i) any misrepresentation in, or alleged breach of, any representation or warranty of Publisher in this Agreement; (ii) any failure by Publisher to perform any of its covenants or agreements contained in this Agreement; or (iii) any action, suit, litigation, arbitration or governmental investigation against, or threatened against, Journal Owner or such parties relating to the negligent performance or breach of this Agreement by Publisher. The obligations of this indemnification will survive any termination or expiration of this Agreement.

d. Indemnities by Journal Owner. Journal Owner hereby indemnifies Publisher and its Affiliates and their directors, officers, and employees, and agrees to defend and hold them harmless from and against any and all liability, damage, loss, costs or expenses (including reasonable attorney's fees and costs of settlement) incurred by Publisher or such parties, arising out of, or relating to: (i) any misrepresentation in, or alleged breach of, any representation or warranty of Journal Owner in this Agreement; (ii) any failure by Journal Owner to perform any of its covenants or agreements contained in this Agreement; or (iii) any action, suit, litigation, arbitration or governmental investigation against, or threatened against, Publisher or such parties relating to the negligent performance or breach of this Agreement by Journal Owner. The obligations of this indemnification will survive any termination or expiration of this Agreement.

e. Limitation of Liability. In no event will Publisher be liable for any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of use or the breach of this agreement, even if advised of the possibility of such damages. Except as provided herein all remedies, including, without limitation, the termination of this Agreement and all of the remedies provided by the law shall be deemed cumulative and not exclusive.

7. Term and Termination

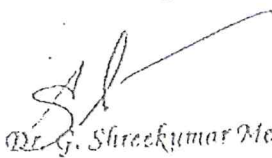
a. Term. The Term of this Agreement shall be the Term set forth in the Business Terms.

b. Termination. This Agreement shall continue in full force and effect until the end of the Term, unless terminated sooner as set forth below:

- i. By either party by giving twelve (12) months written notice to the other party.
- ii. Upon the happening of an Event of Default as defined in this Agreement, by the non-breaching party giving ninety (90) days written notice to the breaching party that describes the breach with reasonable specificity and gives the breaching party a reasonable opportunity to cure the breach during the notice period.

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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka


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Registrar
Yenepoya University
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The terminating party shall give the other party written notice of final termination at the end of the notice period, such notice to be effective immediately upon receipt.

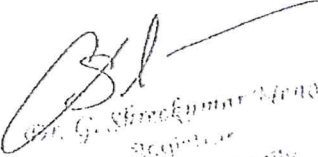
c. Effect of Termination. Upon termination of the Agreement, Publisher shall transfer control of the Website content (but not the Publisher Tools) to Journal Owner, and shall provide Journal Owner with a copy of the database of information on authors and reviews, and PDF files of all published manuscripts for Journal articles. Any registrations for the domain name associated with the Website shall be transferred to Journal Owner as promptly as reasonably possible. Journal Owner shall cease all use of the Publisher name and logo except as such are embedded in content published prior to the effective date of termination. Notwithstanding any termination or expiration of this Agreement or any other provision herein to the contrary, all perpetual licenses granted hereunder to third party users of the Journal and Journal Content shall continue in full effect and, in addition, the Publisher and its Affiliates may continue to distribute the Journal for twelve (12) months following such termination or expiration to the extent necessary to fulfill the Publisher's and its Affiliates' obligations under third party subscription and license agreements entered into by the Publisher or its Affiliates prior to such termination or expiration.

8. General Clauses

- a. Entire Understanding: This Agreement sets forth the entire agreement of the Parties on the subject hereof and supersedes all previous or contemporaneous oral or written representations or agreements relating to the rights and duties provided herein, and may not be modified or amended except by written agreement of the Parties.
- b. Force Majeure: Neither Party shall be liable for any default or delay on its part in performing any obligation under this Agreement if such default or delay is caused by natural disaster, accident, war, civil disorder, strike or any other cause beyond the reasonable control of such Party. In the event that either Party is prevented by such an occurrence or circumstance for a period of more than ninety (90) days from fulfilling its obligations under this Agreement, the other Party may terminate this agreement upon thirty (30) days' written notice.
- c. Changes only in writing: No provision of this Agreement may be altered except by a written document duly executed by the parties to this Agreement.

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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka

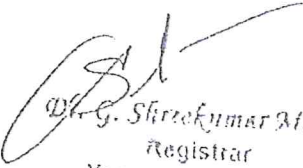

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Registrar
Yenepoya University
Mangalore-575 018

- d. Notice: All notices shall be sent prepaid, by overnight mail, via a recognized overnight delivery service that affords proof of receipt to the intended Party at the address set forth in the Business Terms (unless notification of a change of address is given in writing). The day after the date of such delivery to the overnight mail provider shall be deemed the date that notice is given.
- e. Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India. In the event of any dispute the courts at Mumbai shall have exclusive jurisdiction.
- f. Arbitration: All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties heretof, that cannot be amicably resolved by mutual discussion within thirty (30) calendar days, shall be settled as per the provisions of The Arbitration And Conciliation Act, 1996 which shall be final and binding arbitration. The sole place of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in the English language.
- g. Assignment: This Agreement may not be assigned or transferred, in whole or in part, by either Party, without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the above, the Publisher may assign this Agreement without the written consent of the Journal Owner (i) to an entity succeeding, whether by sale, merger or other corporate reorganization, to substantially all of its assets and business activity for which this Agreement has been entered into or (ii) to a corporation or organization that obtains the rights to publish the Journal from the Publisher; provided that, such corporation or organization expressly will assume all of the Publisher's obligations under this Agreement by a writing delivered to the Journal Owner. The Publisher may assign this Agreement to any of its Affiliates, provided the Publisher remains liable for the performance of the obligations it has undertaken in this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- h. Nature of Relationship: It is specifically agreed and declared that the relationship between the parties hereto is limited to the purpose of this Agreement as "Principal to Principal". Nothing in this Agreement is intended to or shall be construed to constitute or establish any agency, joint venture, partnership or fiduciary relationship between the Parties, and

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Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

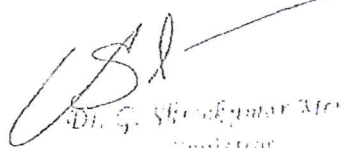

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Registrar
Yenepoya University
Mangaluru - 575 018

neither Party shall have the right or authority to bind the other Party nor shall either Party be responsible for the acts or omissions of the other Party.

- i. Confidentiality: The Parties recognize, accept and agree that all the information obtained or disclosed, including, but not limited to all data, documents, articles, applications, papers, statements, slips, programs, plans and/or any business, marketing strategies/plans and any and all other business secrets, confidential knowledge or information under this Agreement, is, shall be and shall remain strictly of private and confidential nature and shall be treated as confidential by the Parties.
- j. Taxes: Indirect taxes as applicable shall be borne by the Journal Owner and shall be in addition to the rates quoted in this Agreement. All payments made by Publisher to the Journal Owner would be subject to the deduction of withholding taxes as applicable.
- k. Consents: Wherever the approval of the Journal Owner is required, such approval shall not be unreasonably withheld or delayed.
- l. Counterparts: Original Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or Portable Document Format (PDF) signatures shall be deemed originals for purposes of the execution of this Agreement.
- m. Headings: All headings are for reference purposes only and shall not affect the meaning or interpretation of any provision hereof.
- n. Limitation on Claims: No action, regardless of the form, arising out of or relating to this Agreement, may be brought by a Party or a third party more than one (1) year after the cause of action has accrued.
- o. Misuse: Each Party shall notify the other of any suspected infringement of the other Party's Intellectual Property Rights that comes to such Party's attention. In the event of any infringement of any rights owned or licensed by the Journal Owner, the Journal Owner (i) shall have the right to bring action, (ii) shall exclusively bear the expenses of such action, and (iii)

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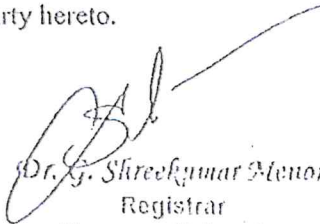

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka


Dr. S. Shivajumar Menon
Registrar
Yenepoya University
Mangalore - 575 018



shall be entitled to all sums recovered in such action. In the event of infringement of any rights owned or licensed by the Publisher, the Publisher (a) shall have the right to bring action, (b) shall exclusively bear the expense of such action, and (c) shall be entitled to all sums recovered in such action. In the event of any infringement of jointly owned rights or any act that simultaneously infringes rights separately owned or licensed by each Party, the Parties will jointly determine (1) the course of action to be taken, (2) the sharing of expenses, and (3) the sharing of recoveries, provided, that the foregoing shall not preclude the Publisher and its Affiliates from separately enforcing contracts for the Journal directly against customers.

- p. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be revised by a court of competent jurisdiction to be enforceable if permitted under applicable law, and otherwise shall be fully severable. In any event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- q. Waiver: The waiver by a Party of or the failure by a Party to claim a breach of any provision of this Agreement shall not be, or be held to be, a waiver of any subsequent breach or affect in any way the further effectiveness of any such provision. No term or condition of this Agreement may be waived except by an agreement by the Parties in writing.
- r. No Third Party Beneficiaries: The provisions of this Agreement are for the sole benefit of the Parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a Party hereto.


Dr. G. Shreegumar Menon
Registrar
Yenepoya University
Mangaluru - 575 018



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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018, Karnataka

EXHIBIT A

I. Print Media Distribution Process.

- a. The form, display, size and composition, type of paper, printing and binding of the print versions of the Journal shall comply with the specifications in the Business Terms unless the parties have otherwise agreed in advance in writing.
- b. A period of three weeks will be allowed for the processing of the Manuscript after receiving the manuscript in an electronic format for formatting and composing.
- c. For copy editing (check for language and grammar), an additional period of two weeks per issue shall be required.
- d. Publisher will send page proofs in electronic form to authors.
- e. A period of 8-12 days will be allowed for printing of individual issues after the completion of proof-reading of the issues.
- f. Journal Owner shall be responsible for maintaining and updating an accurate database of subscribers/members of Journal Owner.
- g. Journal Owner shall promptly pay for the printing and distribution of print copies, if any, such payments to be due to Publisher within thirty days of an invoice being issued.
- h. Publisher will not be responsible for the non-receipt of issues due to incomplete/wrong/changed address of the members of the Journal Owner. Correspondence regarding this will be managed by Journal Owner.

II. Publishing Services

1. Manuscript management system

Publisher shall provide an online manuscript submission and review system to Journal Owner. Publisher shall arrange the initial training of the editorial staff of the Journal Owner, thereafter the editorial staff of the Journal Owner will be responsible for the management of the Manuscript submission and review and access to the system on behalf of Journal Owner through its designated editorial staff. If Journal Owner discontinues the use of the online manuscript system, Publisher will provide article and image files and the database of authors and reviewers to Journal Owner. The manuscript management system will:

- a. permit articles to be submitted from any web-connected computer at any time of the day
- b. provide an individualized password protected area for each authority (author, reviewer, Editor and staff)
- c. generate automated email notifications and reminders to authors, reviewers, administrators and editors
Mobile/SMS alerts to authors and reviewers
- d. provide a payment gateway for collection of article submission or publication fees from the authors
- e. track single or double blind peer review (depending on the journal's selection), and
- f. generate ad hoc reports including journal performance statistics such as submission decision time, submission acceptance time, acceptance to publication time et cetera.

2. Subscription management services


Publisher shall provide the following subscription management services:

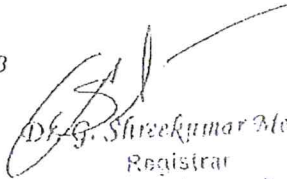
- a. Sending pro forma invoices/invoices
- b. Sending copies
- c. Tracking complaints

3. Pre-press services

Publisher shall provide the following pre-press services:

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Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
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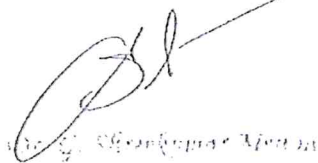

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Registrar
Yenepoya University
Mangalore - 575 018

- a. Pagination: Including two electronic proofs
- b. Copy editing for house journal style (i.e. spelling and grammar (see Exhibit B for details)). No changes shall be made to editorial content without the prior consent of the Journal Owner
- c. Technical editing and reference correction with MEDLINE
- d. DOI registration
- e. HTML conversion for Website
- f. Style editing and reference corrections of articles
- g. Formatting
- h. Arranging author and editorial proofs
- i. Print on demand and distribution

III. Website Features

The Website to be provided by Publisher will include the following features:

- a. Facility to conduct search of full text
- b. References linked to full text sources
- c. Facility to search multiple journals
- d. Meta tags for articles
- e. User access statistics
- f. Site structure based on Open URL
- g. Facility to submit comments or remarks on published articles
- h. Facility to search Google
- i. PDF sales through agreed third parties (i.e. Infotrieve and CCC), in case the Journal keeps restricted/ paid access to PDF files
- j. Providing data to the indexing agencies such as Directory of Open Access Journals and others, as deemed appropriate by Publisher.


 Dr. Gangadhara Somayaji K.S.
 Registrar
 Yenepoya Deemed to be University
 Mangalore - 575 018



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 Dr. Gangadhara Somayaji K.S.
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Derafakatte
 Mangalore- 575 018, Karnataka

EXHIBIT B

Check that number of figures, tables, and/or references match in the text and list
Review and correct all spelling errors
Review and correct subject-verb agreement
Review to ensure that all sentences have a subject and a predicate, and correct or query as appropriate
Review to ensure that all sentences start with a capital letter and end with appropriate punctuation
Correct inconsistencies in capitalization, parallelism, number style, abbreviations, and sequences
Query reference inconsistencies
Check heads in tables and text against contents
Impose journal-specific style
Check all grammar and punctuation throughout the file
Change standard misuses: which/that; since/because; while/although or whereas
Query (but do not rewrite) awkward or confusing sections
Query (but do not rewrite) manuscripts written by non-English-speaking authors
Ensure that all references follow correct style format and query for any missing elements
Eliminate sexist language
Explain nonstandard acronyms and abbreviations at first mention



D. G. Shree Kumar Menon
Registrar
Yenepoya University
Mangalore - 575 018



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 **ATTESTED**
Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

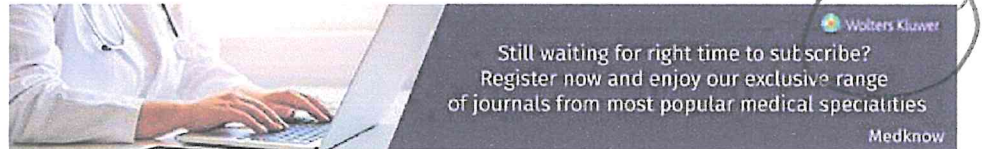
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Current Issue

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Editorial

Gaps in knowledge: Unmasking post-(Acute) COVID-19 syndrome and potential long-term complications in COVID-19 survivors

What's true of all the evils in the world is true of plague as well. It helps men [sic] to rise above themselves. – Albert Camus, *The Plague* "Each individual is an expression of the ...

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Original Article

Score for neonatal acute physiology perinatal extension II in predicting neonatal mortality in the neonatal intensive care unit

Background and Aim: Very low birth weight (VLBW) neonates constitute approximately 4%–7% of all live births and their mortality is very high (50%). There has been an effort ...

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Original Article

Effectiveness of strain-counterstrain technique versus digital ischemic compression on myofascial trigger points

Background and Aim: Neck pain is a typical disorder among people from diverse populations. Myofascial trigger points are located on upper trapezius with a high incidence. These trigger points...

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Original Article

Target blood pressure in patients with chronic kidney disease on maintenance hemodialysis using ambulatory blood pressure monitoring for 72 h – A prospective observational study

Background and Aim: The target blood pressure (BP) in CKD patients on hemodialysis (HD) remains a dilemma. We aimed to study the BP value most representative of the presence or absence/contro...

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Original Article

Effect of mifepristone-misoprostol versus misoprostol in the management of intrauterine fetal death: A comparative study

Background and Aim: The most undesirable consequence of pregnancy is intrauterine fetal death (IUFD) which causes a lot of emotional and medical distress for which medical induction of labor,...

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Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Deralakatte
Mysuru, Karnataka