



ELSEVIER

PUBLISHING AGREEMENT

AGREEMENT made this 2nd day of July, 2018, by and between **Elsevier Inc.** with offices at 50 Hampshire St., 5th Floor, Cambridge, MA 02139, USA (the “Publisher”), and

Chukwuebuka Egbuna
Chukwuemeka Odumegwu Ojukwu Univ
431124 Anambra State
Nigeria

Timea Polgar
2885 Sanford Ave
Grandville Michigan
United States

Shashank Kumar
Central University of Punjab
Punjab
Bathinda - 151001
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Shahira M. Ezzat
Department of Pharmacognosy
Faculty of Pharmacy
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Kasr El Ainy Street
11562 Cairo
Egypt

Jonathan C Ifemeje
Chukwuemeka Odumegwu Ojukwu Univ
431124 Anambra State
Nigeria

Egbuna: PHYTOCHEMICALS AS LEAD COMPOUNDS FOR NEW DRUG DISCOVERY,

Saravanan Kaliyaperumal
Trichy
Puthanampatti - 621007
India

(collectively, the “Editor”).

WHEREAS, the Work (defined below) will be composed of a number of chapters or articles (the “Contributions”) written by a number or a group of contributors (the “Contributors”).

NOW, THEREFORE, the parties agree to the publication by the Publisher of that certain work tentatively entitled **PHYTOCHEMICALS AS LEAD COMPOUNDS FOR NEW DRUG DISCOVERY**, as more fully described below upon the terms and conditions set forth below:

1. Manuscript Delivery

- a. Delivery obligations. The Editor will deliver to the Publisher on or before **May 1, 2019**, time being of the essence, a final complete manuscript in the English language, in the format and with all deliverables noted on Annex 1 (the “Work”), in form and content consistent with the obligations noted herein and satisfactory in the Publisher’s sole discretion. The Editor will retain a complete copy of all deliverables required to be delivered to the Publisher under this Agreement.
- b. Permissions. If the Editor or the Contributors incorporate in the Work any material from third parties, the Editor or the Contributors will have procured prior to the date of manuscript delivery specified in Section 1(a), at the Editor’s or Contributor’s expense, permission in writing from each copyright holder of such material to use and reprint such material in the Work consistent with the terms of the rights granted pursuant to Section 3. The Editor or the Contributors will fully acknowledge all previously published material in the Work. If the Editor or the Contributors do not obtain such permissions in a timely manner or in satisfactory form, the Editor will cooperate with the Publisher in identifying substitute material and revising the Work accordingly, and the Editor or the Contributors will obtain the requisite substitute permissions. The Editor will also deliver with the manuscript a permissions log as noted in Annex 1.
- c. Non-Delivery. If the Editor does not deliver the final complete manuscript or any final or interim deliverables by the date noted herein or by such later delivery date as mutually agreed in writing, the Publisher may either (a) terminate this Agreement by written notice; or (b) in the case of partial delivery or where the Editor participated in a prior edition, appoint a substitute editor as set forth in Section 1(e).
- d. Unsatisfactory Delivery. If the Editor delivers by the date noted herein a manuscript or other deliverables that do not conform with the requirements noted herein, or that are deemed otherwise unsatisfactory in form or content, the Publisher will provide written notice stating the reasons for its determination that the manuscript or deliverables are unacceptable and providing the Editor, or the Contributors under the Editor’s direction, with thirty (30) days within which to make such changes and revisions (including if relevant by the substitution, amendment or deletion of



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Illustrations, as defined in Annex 1), to the satisfaction of the Publisher. In the event a revised manuscript satisfactory to the Publisher is not received by the Publisher within this timeframe, the Publisher may either (a) terminate the Agreement by written notice; or (b) appoint a substitute editor as set forth in Section 1(e).

- e. Appointment of a Substitute editor. In the event of non-delivery or unsatisfactory delivery as set forth in Sections 1(c) or 1(d), the Publisher reserves the right to appoint a substitute editor to finish the Work to Publisher's satisfaction. In such event, compensation will be paid to such substitute editor from the royalties otherwise due to the Editor which will be calculated in the sole discretion of the Publisher based on the Publisher's reasonable determination of an equitable allocation in light of the scope and extent of the relative contributions of the Editor and the substitute editor. The Publisher may give credit to the Editor and the substitute editor in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to the Work.
- f. Effect of Termination. In the event of termination pursuant to Sections 1(c) or 1(d), all obligations between the parties will cease except for those that expressly survive this Agreement. The Editor will in such event return within thirty (30) days of such termination any payments already made to the Editor. If after termination for non-delivery the Editor does complete the Work, the Editor must first offer the Work to the Publisher for consideration for publication on the terms and conditions set out herein before publishing the Work or offering the Work to another publisher. The obligations noted above to return payments and to offer the Work to the Publisher will survive the termination of this Agreement.
- g. Prompt Publication/Reversion. If the Publisher does not produce the Work within a reasonable time after receipt of the final, complete accepted manuscript and all deliverables set forth in Annex 1, the Editor may by written notice to the Publisher request that the manuscript be published within six (6) months from the Publisher's receipt of such notice. If the manuscript is not published by that date, this Agreement will terminate and all rights granted by the Editor to the Publisher under this Agreement will revert to the Editor. In the event that this Agreement is terminated in accordance with the preceding sentence, neither party will have any further obligations, duties or liabilities to the other.
- h. Index. The Publisher will prepare the index for the Work at its own expense.

2. Manuscript Editing, Production & Distribution

- a. List of Contributors. The Editor will promptly deliver to the Publisher a list of all Contributors, in a form reasonably required by Publisher, with full names, telephone numbers, mailing addresses, including postal zip codes, and electronic mail addresses. Such list will include the tentative title and length in manuscript or book pages of each Contribution, and the agreed deadline for submission of each Contribution, such deadlines to be within the Publisher's schedule requirements. Promptly after the Editor has submitted the list of Contributors, the Editor will obtain and submit to the Publisher outlines of the Contributions from each Contributor.
- b. Contributor Agreements. Upon receipt of the list of Contributors the Publisher will forward to each Contributor an agreement between the Contributor and the Publisher (the "Contributor



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Agreement”) and appropriate instructions for manuscript preparation. The Publisher will have the sole right to negotiate the terms of the Contributor Agreements. Under no circumstances will the Publisher be required to include a Contribution in the Work unless a signed Contributor Agreement, acceptable to the Publisher, has been received by the Publisher with respect to such contribution prior to the publication of the Work. If one or more Contributors fail to promptly execute and deliver a Contributor Agreement to the Publisher, the Editor will select an alternate Contributor(s) upon the Publisher’s written request.

- c. Editing the Manuscript. The Publisher will have the right to make such editorial changes in the Work (including Illustrations) as it deems necessary or advisable, provided such changes do not substantially change the meaning of the text. The Editor, or the Contributors under the Editor’s direction, will rewrite and make revisions of the manuscript as required by the Publisher with respect to matters of style, scientific or scholarly quality, clarity, uniformity of presentation, and currency of information in the text, data, and bibliography.
- d. Proofs. The Publisher may furnish proofs of their Contributions to the Contributors for correction, and a duplicate set of proofs may be furnished to the Editor. Proofs are to be returned promptly with changes and corrections by the Contributors, and, in cases where requested, with the Editor’s corrections. At the Publisher’s request and in accordance with the Publisher’s reasonable instructions, the Editor will promptly read, correct and return to the Publisher the proofs of Contributors who are unable or unwilling to do so. The Editor will return such corrected proofs to the Publisher, within the time frame designated by the Publisher. Should the cost of making the Editor’s proposed changes to the proofs, including changes to Illustrations, other than correcting typographical errors or errors introduced by the Publisher or the Publisher’s contractors, exceed ten percent (10%) of the cost of the original typesetting, the Publisher may deduct such excess cost from any sums due to the Editor. If the Editor does not respond within the deadline noted above, the Publisher may make such revisions as it deems fit, provided such revisions do not change the meaning of the text, and may deduct the cost of such revisions from any sums due to the Editor.
- e. Publisher Responsibility. The Publisher intends to publish the Work under the Publisher’s **Elsevier** imprint. All details of production, advertising, licensing, sale and distribution of the Work, including title, pricing, and imprint will be decided by the Publisher in its sole discretion.

3. Rights

The Editor assigns and transfers exclusively to the Publisher, to the maximum extent possible, the copyright and all other rights throughout the world in and to the Work, including without limitation the exclusive right to produce, publish, reproduce, transmit, sell and distribute the Work or any part of the Work, in all media now known or hereafter devised, including without limitation all electronic and digital media, to create or have created any revision thereof, to make derivative works, adaptations, abridgements or translations, and to license and authorize others to do so, and all other subsidiary rights. For the avoidance of doubt, the Work and all references thereto in this Agreement will include any Contributions made by the Editor including any preface, introduction, articles, chapters, or any other contributions to the Work, unless the Editor and the Publisher enter into a separate agreement for such material. The



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Editor understands that this assignment and transfer means that the Editor has no independent right to assign or transfer the Work in whole or in part to third parties or to directly exploit the Work.

4. **Editor's Representations, Warranties, Indemnities and Compliance**

a. **Editor's Representations and Warranties.** The Editor represents and warrants that he or she will make all reasonable efforts to ensure that:

(i) the Editor has full right, power and authority to enter into this Agreement;

(ii) the Work is original and previously unpublished except for third-party material that is either in the public domain or for which appropriate permission has been obtained;

(iii) the Work does not infringe any copyright, violate any other intellectual property, privacy, or other right of any person or entity, or contain any libelous, unlawful or otherwise actionable matter;

(iv) the Work includes appropriate warnings;

(v) to the best of the Editor's knowledge, the material contained in the Work is accurate and would not cause injury if accurately used or followed;

(vi) the Editor is familiar with all applicable conflict of interest and outside compensation laws and regulations as well as policies and rules of the Editor's employer or institution (if applicable), and that the Editor's acceptance of this appointment (including the acceptance of any complimentary copies of the Work), and the terms of this Agreement and the Editor's performance under this Agreement, including the Editor's participation in editor conferences, trainings and meetings and acceptance of transportation, hospitality, food and lodging provided by the Publisher to the Editor in connection therewith, is and will be in compliance with applicable conflict of interest and outside compensation laws and regulations (if applicable) as well as policies and rules of the Editor's employer or institution;

(vii) The Editor has disclosed in writing to the Publisher all actual and potential competing interests, both financial and non-financial, if any, in relation to the Work. (Examples of financial conflicts include employment, consultancies, stock ownership, honoraria, paid expert testimony, grants, patents or patent applications, and travel grants. Competing interests may also arise as a result of personal relationships, academic competition, and intellectual beliefs, such as political or religious beliefs.)

b. **Editor's Indemnities.** The Editor hereby indemnifies and agrees to hold the Publisher and its assignees, licensees, printers and distributors, harmless from and against any liability, damage, costs and expense (including reasonable attorneys' fees), arising from or in connection with any breach of the representations or warranties contained herein. These warranties and indemnities will survive the termination of this Agreement.



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- c. Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, “Applicable Laws”) relating to its duties, obligations and performance under this Agreement, Applicable Laws pertaining to data protection, transparency and privacy; and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party’s place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly “Government Official”). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a “Prohibited Payment”). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.

5. **Revised Editions**

- a. **Revisions/Updates.** If the Publisher plans a revision, update, or new edition of the Work (collectively the “Revision”), the Publisher will notify the Editor, and the Editor will have the option to participate in the preparation of the Revision. The Editor will notify the Publisher, within thirty (30) days of receipt of notice from the Publisher, whether or not the Editor chooses to participate. If the Editor chooses to participate, the Editor will revise the Work pursuant to a reasonable schedule set forth by the Publisher and pursuant to the scope and extent of the revisions determined by the Publisher and the Editor. All terms and conditions set forth in this Agreement (except for deliverables and delivery dates) will be in force and will apply to such Revision. The Editor’s failure to respond within such thirty (30) day period will be deemed a rejection of the offer to participate.
- b. **Other Revisors.** Notwithstanding the foregoing, the Publisher will have the right to have the Work revised by a revisor chosen by the Publisher in the Publisher’s sole discretion if: (i) the Editor elects not to participate in the Revision or is otherwise unavailable to prepare the Revision pursuant to the Publisher’s reasonable schedule; (ii) the Editor fails to respond to the Publisher’s notice as provided in Section 5(a); or (iii) in the reasonable judgment of the Publisher the Editor would not be effective in the preparation of such Revision.
- c. **Non-Participating Editor.** If the Editor does not participate in a Revision, the Editor will continue to be paid royalties as set forth hereunder for such Revision, less any compensation paid to the revisor, which will be calculated in the sole discretion of the Publisher based on the Publisher’s determination of an equitable allocation in light of the scope and extent of the revisions. If the Editor does not participate in a Revision for any reason, the Editor’s participation in subsequent revisions will only occur upon mutual written agreement.



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- d. **Credits.** When publishing Revisions, and in the promotion thereof, the Publisher may give credit to the Editor and any successor of a person comprising the Editor in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to such Revision, and, if appropriate, in the judgment of the Publisher, eliminate or retain the name or names of the person(s) comprising the Editor who do not participate or collaborate in such Revision.

6. **Royalties/Consideration**

- a. **Royalty Rates.** The Publisher will pay to the Editor royalties on Net Sums Received from the following:

(i) *Print Rate for English-Language Editions:* Unless otherwise provided for herein, for copies of the print editions of the Work or portions thereof, a royalty of 10% sold worldwide;

(ii) *Online Access or Other Electronic Distribution.* For any English-language edition of the Work or portion thereof in any electronic media now known or hereafter devised that is sold or accessed under license, a royalty of 10%;

(iii) *Translation Rights:* For licenses or authorizations for the right to translate, publish and distribute the Work or portions thereof, a royalty of 50%;

(iv) *Reprint Rights:* For licenses or authorizations to Publisher's affiliates for the right to reprint, publish and distribute the Work or portions thereof, a royalty of 50%;

(v) *Localization Rights:* For licenses or authorizations for the right to localize, publish and distribute the Work or portions thereof, a royalty of 50%;

(vi) *Other Subsidiary Rights:* For the license of any right to publish or distribute the Work for which a royalty is not otherwise specifically provided in this Agreement, or for all other uses of the Work for which a royalty is not otherwise specifically provided herein (except for uses for which it is specified in this Agreement that no royalties will be payable), a royalty of 10%.

- b. **"Net Sums Received" Defined.** As used herein, "Net Sums Received" will mean monies actually received by the Publisher from third parties including from any of its affiliates in payment for copies of or access to the Work or for the right to distribute, translate or otherwise exploit the Work, or for portions or derivatives thereof; after deduction of any discounts, commissions, returns, postage, shipping, insurance or taxes in connection with the distribution of the Work and any direct expenses in connection with any license.

- c. **Non-Royalty Sales/Transfers.** No royalties will be payable with respect to any copies of any edition of the Work sold or disposed of at or below the cost of manufacture or on copies disposed of at a discount of 80% or more from the retail list price. No royalties will be payable for copies destroyed, discounted copies sold to the Editor, or copies or excerpts or summaries thereof furnished in any media now known or hereafter devised for review, advertising, publicity, promotion, sample or similar purposes. No royalties will be payable for copies of the Work converted to Braille or recorded in other special formats (free of charge) for use by individuals who are unable to read



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ordinary print in the conventional manner. In the event the Publisher pays for Illustrations or other deliverables for the Work and such Illustrations or deliverables are used by or licensed by the Publisher for inclusion in other works or products, no royalty will be payable on sales of such other works or products.

- d. Bundled/Custom Sales. If the Publisher sells copies of or excerpts from the Work (in any medium) with or within other works or parts of works (including the Work in a different medium) as a combined package for a single total price (e.g. course packs, electronic subscriptions to multiple publications), the Publisher will allocate the Net Sums Received in such manner as it reasonably determines is equitable, for example, in light of the relative value, quantity, and/or usage of the publications contained in such package.
- e. Allocation. All sums due and payable under this Agreement will be divided as follows among the parties defined as the Editor, unless the Publisher is subsequently instructed to the contrary in writing by all such parties:

Party	Allocation %
Chukwuebuka Egbuna	16.6667%
Timea Polgar	16.6667%
Shashank Kumar	16.6667%
Shahira M. Ezzat	16.6667%
Jonathan C Ifemeje	16.6666%
Saravanan Kaliyaperumal	16.6666%
Total	100%

7. Payments and Accounting

- a. The Publisher may require certain tax forms as well as internal Publisher Payee forms to be completed prior to making any payments, and the Editor agrees to complete and return any such forms as separately instructed. The Publisher will render royalty statements to the Editor annual in accordance with the Publisher's regular practices and will at the same time make payment of the amount shown to be due, subject to the claims thereon by the Publisher for any other sums due and owing to the Publisher. Royalties on licensing revenue may be deemed to be due and owing when such revenue accrues and is earned in accordance with generally accepted accounting principles. If withholding tax is applicable, the Editor will promptly upon execution of this Agreement or upon future request of the Publisher provide documents or other details if the Editor claims such taxes should not be withheld. Statements and payments will be made in March for the



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period ending December 31 of the prior year. If less than \$100 is due for any accounting period (the "Threshold Amount"), the Publisher is not required to render a statement or to make a payment until after the accounting period in which the Threshold Amount or more is due to the Editor. If the Editor opts to receive royalty payments from the Publisher electronically, the Threshold Amount will be \$10. Should the Editor receive an overpayment of royalties arising from copies reported sold but subsequently credited, as for example when returned, or should there be other amounts chargeable to the Editor under this Agreement or under any other agreement relating to other editions or volumes of the Work, the Publisher may deduct such overpayment or amounts from any further sums due to the Editor. If such sums have not been fully repaid within two years, the Editor will, upon written request, make full payment to the Publisher.

- b. The Editor may, upon written request, have a certified public accountant examine the Publisher's books of account insofar as they relate to the amounts accrued to the Editor in respect of the Work during the two-year period before such examination. Such examination will take place during regular business hours and not more than once each year. Statements rendered by the Publisher will be final and binding upon the Editor two (2) years after the date rendered unless before the end of such period the Editor delivers to the Publisher specific written objections to the statement. If any audit reveals that the Publisher has underpaid royalties by an amount equal to or greater than ten percent (10%) of the royalties owed but in no event less than \$2,000, then the Publisher will bear all expenses reasonably incurred by the Editor in connection with the audit. Otherwise, the Editor will bear the Editor's own expenses.

8. Complimentary Copies

The Publisher agrees to give to each party comprising the Editor two (2) print copies and one (1) electronic copy of the Work, free of charge, and to sell to each party comprising the Editor, for personal use and not for resale, further copies of the Work and other books published by Publisher in print form (excluding the Publisher's Major Reference Works program) at a discount of 30% off the retail list price. The Publisher will give all Contributors of each Contribution one (1) electronic copy of the Work, free of charge.

9. Competing Works

The Editor will not without the written consent of the Publisher prepare, publish, collaborate, or authorize the use of the name of any party comprising the Editor with respect to any work that in the reasonable view of the Publisher might compete or interfere with the sale or other commercial exploitation of the Work.

10. Privacy, Promotion and Publicity

The Editor authorizes use by the Publisher and its applicable affiliates, licensees, and service providers worldwide of the name, image, likeness, voice, biography, and professional affiliations (at the Publisher's discretion) of each party comprising the Editor for purposes of advertising, promoting and publicizing the Work and all updates and derivatives thereof and the Editor's contact details, including postal and



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email addresses, for purposes of communicating with the Editor about the Work and writing, reviewing, researching or contributing to other relevant projects with the Publisher.

11. Governing Law

Regardless of the place of physical execution of this Agreement, or of its delivery, this Agreement will be treated as though executed within New York (the “Governing State”) and will be governed and interpreted according to the laws of the Governing State; and the parties irrevocably submit to the jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.

12. General

- a. Entire Agreement; Severability; Modification. This Agreement and any annexes hereto constitute the entire agreement between the parties and supersede all previous agreements, arrangements and undertakings between the parties in respect of the subject matter hereof. In the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability will not prevent the enforcement of any other provision of this Agreement. This Agreement may be modified only by a written document signed by all parties.
- b. Assignment. The Publisher may assign this Agreement and all its rights hereunder provided such assignee agrees to undertake all its obligations hereunder. The services provided by the Editor hereunder are of a personal nature such that the Editor may not assign this Agreement without the prior written consent of the Publisher. Permitted assignments of this Agreement will be binding on the assigns, heirs, executors and administrators of the Editor, and upon the successors and assigns of the Publisher.
- c. Waiver. The failure of a party to exercise or enforce any right under this Agreement will not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of that right at any time thereafter.
- d. Relationship Between Parties. Nothing in this Agreement will be deemed to create any employer/employee, agency, fiduciary, partnership, joint venture or other similar relationship between the parties.
- e. No Benefit to Others. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and will not be construed as conferring any rights on any other persons or entities.
- f. Care of Manuscript. The Publisher will take reasonable care of the manuscript and all other materials delivered to the Publisher as required under this Agreement, but will not be held liable for accidental loss or damage thereof.
- g. Multiple Editors (if applicable). If there are multiple parties comprising the Editor under this Agreement, the obligations of all such parties will be joint and several unless otherwise expressly



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provided in this Agreement, but the Publisher reserves the right to exercise any or all of its remedies against one or more parties comprising the Editor in the event of a breach of the Editor's obligations hereunder. The Publisher may also elect to treat each party comprising the Editor separately with respect to the provisions of Section 1 and Section 5.



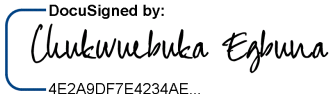
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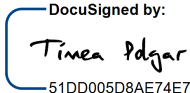
IN WITNESS WHEREOF, the parties hereby sign this Agreement as of the date first set out above.


ELSEVIER INC.

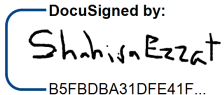
By: 
Name: Joseph Hayton
Title: Publishing Director

FOR THE EDITOR:


Chukwuebuka Egbuna


Timea Polgar


Shashank Kumar


Shahira M. Ezzat


Jonathan C Ifemeje



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Saravanan Kaliyaperumal



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Annex 1

Format for delivery

A. General format:

To be delivered via the Publisher's Electronic Submission System (EMSS) in Microsoft Word format, including preface, tables of contents, and bibliography.

B. Required quantity:

Approximately 180,000 words

Not including text or pages for preface, tables of contents, bibliography

C. Illustrations:

The Editor will also deliver with the manuscript, relevant illustrations (meaning photographs, drawings, sketches, diagrams, charts, maps and tabular matter) (collectively the "Illustrations"), along with captions for all such Illustrations.

It is understood and agreed that the Illustrations will appear in full color in the electronic version of the Work, and in black-and-white in print versions of the Work, if any.

D. Other deliverables:

The Editor will also deliver with the manuscript an abstract of approximately 100-150 words for each chapter in the Work, and a list of approximately 5-10 keywords for each chapter of the Work.

The Editor will also deliver with the manuscript a permissions log to be completed in accordance with the Editor instructions provided by the Publisher together with copies of all the permission grant letters. The Publisher will supply the Editor with the permissions log template.

E. Schedule of delivery:

A table of contents for the Work is due to the Publisher on or before **November 1, 2018**.

The Editor will deliver one (1) sample chapter to the Publisher on or before **November 1, 2018**.

A list of contributors to the Work is due to the Publisher on or before **November 1, 2018**.

Portion of Manuscript:	Due to the Publisher no later than:
25%	January 1, 2019
50%	February 1, 2019



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75%	March 1, 2019
100%	May 1, 2019

Permission log detailing all permissions, restrictions, and acknowledgements for each content item included in the Work, in the format provided by the Publisher, along with permission grants in a format acceptable to the Publisher, to be delivered to the Publisher no later than **May 1, 2019**.

