
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2013

Commission file number 001-33812

MSCI INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

13-4038723
(I.R.S. Employer
Identification Number)

7 World Trade Center
250 Greenwich Street, 49th Floor
New York, New York 10007

(Address of Principal Executive Offices, zip code)

(212) 804-3900

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common stock, par value \$0.01 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES NO

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

YES NO

The aggregate market value of Common Stock held by non-affiliates of the registrant as of the last business day of the registrant's most recently completed second fiscal quarter (based on the closing price of these securities as reported by The New York Stock Exchange on June 28, 2013) was \$3,946,204,439. Shares of Common Stock held by executive officers and directors of the registrant are not included in the computation. However, the registrant has made no determination that such individuals are "affiliates" within the meaning of Rule 405 under the Securities Act of 1933.

As of February 21, 2014, there were 116,608,423 shares of the Registrant's \$0.01 par value Common Stock outstanding.

Documents incorporated by reference: Portions of the Registrant's proxy statement for its annual meeting of stockholders, to be held on April 30, 2014, are incorporated herein by reference into Part III of this Form 10-K.

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MSCI INC.
FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2013

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Except as the context otherwise indicates, the terms “MSCI,” the “Company,” “we,” “our” and “us” refer to MSCI Inc. together with its subsidiaries.

FORWARD-LOOKING STATEMENTS

We have included in this Annual Report on Form 10-K and from time to time may make in our public filings, press releases or other public statements, certain statements that constitute forward-looking statements. In addition, our management may make forward-looking statements to analysts, investors, representatives of the media and others. These forward-looking statements are not historical facts and represent only MSCI's beliefs regarding future events, many of which, by their nature, are inherently uncertain and beyond our control.

In some cases you can identify these statements by forward-looking words such as "may," "might," "should," "anticipates," "expects," "intends," "plans," "seeks," "estimates," "potential," "continue," "believes" and similar expressions, although some forward-looking statements are expressed differently. Statements concerning our financial position, business strategy and plans or objectives for future operations are forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict and may cause actual results to differ materially from the forward-looking statements and from management's current expectations. Such risks and uncertainties include those set forth under "Risk Factors" in Part I, Item 1A of this Annual Report on Form 10-K and may also include risks and uncertainties associated with the process of evaluating strategic alternatives for our Governance business, including whether any appropriate alternatives will be identified and, if identified, whether any such alternative will result in a consummated transaction. The forward-looking statements in this report speak only as of the time they are made and do not necessarily reflect our outlook at any other point in time. We undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or for any other reason. You are therefore cautioned not to place undue reliance on forward-looking statements. However, readers should carefully review the risk factors set forth in other reports or documents we file from time to time with the Securities and Exchange Commission (the "SEC").

PART I

Item 1. Business

Overview

We are a leading global provider of investment decision support tools, including indexes, portfolio risk and performance analytics and corporate governance products and services. Our products and services address multiple markets, asset classes and geographies and are sold to a diverse client base, including asset owners, such as pension funds, endowments, foundations, central banks, family offices and insurance companies; institutional and retail asset managers, such as managers of pension assets, mutual funds, exchange traded funds ("ETFs"), real estate, hedge funds and private wealth; financial intermediaries, such as banks, broker-dealers, exchanges, custodians and investment consultants; and corporate clients. As of December 31, 2013, we had approximately 8,300 clients across 84 countries. We had offices in 34 cities in 22 countries to help serve our diverse client base, with 52.6% of our revenue from clients in the Americas, 35.5% in Europe, the Middle East and Africa ("EMEA") and 11.9% in Asia and Australia, based on revenues for the year ended December 31, 2013. See "—Clients" below for an explanation of how we calculate our number of clients.

The Company consists of two industry leading businesses: the Performance and Risk business and the Governance business. Together, these businesses offer what we believe is the most comprehensive suite of performance, risk management and corporate governance products and services available in our industry. See "—Company History" below.

Our Performance and Risk business is a leading global provider of investment decision support tools, including equity indexes, real estate indexes and benchmarks, portfolio risk and performance analytics, credit analytics and environmental, social and governance ("ESG") products. Our Performance and Risk products are used in many areas of the investment process, including portfolio construction and rebalancing, performance benchmarking and attribution, risk management, regulatory and client reporting, index-linked investment product creation, asset allocation, the assessment of corporate management of ESG risks and opportunities, investment manager selection and investment research.

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Our Governance business is a leading provider of corporate governance products and services to institutional investors and corporations around the world. Among other things, the Governance business facilitates the voting of proxies by institutional investors and provides in-depth research and analysis to help inform voting decisions and identify issuer-specific risk. The Governance business offers both global equity security coverage and fully integrated products and services, including proxy voting; policy creation, application and management; research; vote recommendations; vote execution; post-vote disclosure and reporting; and data and analytical tools. It also provides securities class action monitoring and claims filing services to aid institutional investors in the recovery of funds from securities class action settlements. Within a firewall designed to separate it from the rest of the Governance business, a unit of the Governance business also provides products and services to corporate clients who may use those products and services to learn about and improve their governance and executive compensation practices.

On October 31, 2013, we announced that we had engaged Morgan Stanley to explore strategic alternatives for the Governance business, including the potential divestiture or other separation of the entire business. There can be no assurance that the process of exploring these strategic alternatives will result in a transaction or that any transaction will ultimately be consummated. In addition, an adverse outcome from the pursuit of the strategic alternatives could lead to potential future impairment charges.

Our principal sales model is to license annual, recurring subscriptions to our products and services for use at specified locations, often by a given number of users or for a certain volume of services, for an annual fee paid up-front. For the year ended December 31, 2013, \$860.7 million, or 83.1%, of our revenues was attributable to annual, recurring subscriptions. An additional \$149.5 million of our revenues came from clients who use our indexes as the basis for index-linked investment products such as ETFs. We also derived revenues from certain institutional clients that used our indexes as the basis for passively managed funds and separate accounts. These clients commonly pay us a license fee for the use of our intellectual property based on the investment product's assets. We generated a limited amount of our revenues from certain exchanges that used our indexes as the basis for futures and options contracts and paid us a license fee for the use of our intellectual property based on their volume of trades. We also received revenues from one-time fees related to implementation, customized reports, advisory and consulting services, overages relating to proxy research and voting services, licenses of historical data, fees relating to recovery of securities class action settlements and from certain products and services that are designed for one-time usage.

Company History

We were a pioneer in developing the market for global equity index products and began licensing our first equity index products in 1969. We were incorporated in Delaware in 1998 and until we became a public company in November 2007 our only two shareholders were Morgan Stanley and Capital Group International, Inc. ("Capital Group International").

In June 2004, we acquired Barra, LLC (formerly Barra, Inc., "Barra"), a provider of portfolio risk analytics tools that launched its first risk analytics products in 1975, broadening our product range beyond index products.

In November 2007, we completed an initial public offering ("IPO") of 16.1 million shares of our class A common stock. In connection with the IPO, we reclassified our outstanding common stock into shares of class A common stock and class B common stock and immediately following the IPO, Morgan Stanley and Capital Group International held 81.0 million and 2.9 million shares of our class B common stock, respectively. Morgan Stanley and Capital Group International converted and sold their remaining shares of our class B common stock in subsequent registered secondary equity offerings from May 2008 through May 2009. Although we began the transition to an independent, stand-alone public company at the time of our IPO in November 2007, we became a fully independent, stand-alone public company following the May 2009 secondary offering. At MSCI's annual shareholders meeting held on May 2, 2012, the shareholders approved amendments to the MSCI Amended and Restated Certificate of Incorporation to (i) eliminate our authorized class B common stock, (ii) increase the total

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number of authorized shares of class A common stock by the aggregate number of shares of class B common stock being eliminated, (iii) rename the Company's class A common stock as "common stock" and (iv) make certain other conforming changes.

In June 2010, we acquired RiskMetrics Group, LLC (formerly RiskMetrics Group, Inc., "RiskMetrics"), a leading provider of, among other things, risk management and governance products and services, in a cash-and-stock transaction valued at \$1,572.4 million. In addition to its risk management products and services, RiskMetrics owned Institutional Shareholder Services Inc. ("ISS"), a pioneer in the development of policy-based proxy voting recommendations. ISS expanded our product and service offerings to include a fully-outsourced proxy research, voting and vote reporting service, a securities class action monitoring and claims filing service and corporate governance products and services. RiskMetrics acquired the Center for Financial Research and Analysis ("CFRA"), Innovest Strategic Value Advisors, Inc. (currently MSCI ESG Research Inc., "MSCI ESG Research") and KLD Research and Analytics, Inc. ("KLD") in August 2007, March 2009 and October 2009, respectively. The acquisitions of these companies has permitted us to offer research and analysis products that provide our clients with research reports and analytical tools covering many investment criteria that we believe have become increasingly important to investors, including ESG products and services. On March 31, 2013, we completed the sale of the CFRA product line. As discussed above, on October 31, 2013, we announced that we engaged Morgan Stanley to explore strategic alternatives for the Governance business, including the potential divestiture or other separation of the entire business.

In July 2010, we acquired Measurisk, LLC ("Measurisk"), a provider of risk transparency and risk measurement tools for hedge fund investors, to aid us in developing a broad platform and setting the standard for analyzing and reporting hedge fund risk in response to our clients' demands for increasing levels of transparency from their hedge fund managers.

In November 2012, we acquired real estate performance measurement group IPD Group Limited ("IPD"). Headquartered in London, England with 9 offices around the world, IPD is a leading provider of real estate performance analysis for funds, investors, managers, lenders and occupiers and offers a wide range of services that include research, reporting, benchmarking and indexes. The acquisition of IPD expands MSCI's multi-asset class offering by facilitating the integration of private real estate assets into our models, as well as adding a family of real estate indexes to MSCI's family of equity indexes. Revenues attributable to IPD's product offerings are included in our index and ESG products category.

In January 2013, we acquired Investor Force Holdings, Inc. ("InvestorForce"), a leading provider of performance reporting solutions to the institutional investment community in the U.S., providing investment consultants with an integrated solution for daily monitoring, analysis of and reporting on institutional assets. Revenues attributable to InvestorForce's product offerings are included in our risk management analytics products category.

Over the course of more than 40 years, we believe our organization has accumulated an in-depth understanding of the investment process worldwide. Based on this wealth of knowledge, we have created and continue to develop, enhance and refine sophisticated tools to meet the growing, complex and diverse needs of our clients' investment and governance processes. Our models and methodologies are the intellectual foundation of our business and include the innovative algorithms, formulas and analytical and quantitative techniques that we use, together with market data, to produce our products. Our long history has allowed us to build extensive databases of proprietary index, risk and governance data, as well as accumulate valuable historical market data, which we believe would be difficult to replicate and which provides us with a substantial competitive advantage.

Our revenues and the number of our employees have grown significantly, both organically and through acquisitions, such as those described above. As we have grown, we have increased our operations outside of the United States. We currently have branches or subsidiaries located in the following countries: Australia, Belgium, Brazil, Canada, Cayman Islands, Chile, China, France, Germany, Hong Kong, Hungary, India, Italy, Japan,

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Mexico, the Netherlands, the Philippines, Portugal, Singapore, South Africa, Korea, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, the U.K. and the U.S.

Business Segments, Products and Services

We divide our business operations into two segments: the Performance and Risk business and the Governance business. Business segment revenue, segment income from operations and assets attributable to foreign and domestic operations are set forth in Note 14, "Segment Information," of the Notes to the Consolidated Financial Statements included herein.

Performance and Risk Business Segment

Our primary Performance and Risk products consist of indexes, portfolio risk and performance analytics, credit analytics and ESG products. We also have product offerings in the areas of energy and commodity asset valuation analytics, fixed income portfolio analytics and various real estate products. Our products are generally comprised of proprietary index data, proprietary risk and analytics data and ESG ratings, analysis and research delivered via data feeds and proprietary software applications. Our indexes and risk data are created by applying our models and methodologies to market, company and fundamental data. For example, we input closing stock prices and other market data into our index methodologies to calculate our equity index data, and we input fundamental data and other market data into our risk models to produce risk forecasts for individual assets and portfolios of multiple asset classes, including equities, bonds, commodities, foreign exchange, futures, options, derivatives, structured products, interest-rate products, credit products and private investments, such as private equity and private real estate. Our clients can use our data together with our proprietary software applications, third-party applications or their own applications in their investment process. Our software applications offer our clients sophisticated portfolio analytics to perform in-depth analysis of their portfolios, using our risk data, the client's portfolio data and fundamental and market data. Our equity index products are typically branded "MSCI" and "MSCI ESG." Our private real estate benchmarks and indexes are typically branded "IPD." Our portfolio risk, performance and credit analytics are typically branded "Barra" and "RiskMetrics." Our performance reporting products and services offered to the investment consultant community are typically branded "InvestorForce." In addition to MSCI ESG indexes, we offer other ESG products that are branded "MSCI ESG Research." Our valuation models and risk management software for the energy and commodities markets are typically branded "FEA."

Index and ESG Products

Our MSCI-branded global equity indexes are designed to measure returns available to investors across a wide variety of equity markets (*e.g.*, Europe, Japan or emerging markets), sizes (*e.g.*, small capitalization or large capitalization), styles (*e.g.*, growth or value), industries (*e.g.*, banks or media), strategies (*e.g.*, factors) and themes (*e.g.*, economic exposure). Our IPD benchmarks are designed to measure the performance and risk indicators of our clients against their peers. Our MSCI-branded ESG indexes are designed to help clients incorporate ESG factors into their investment processes. As of December 31, 2013, we calculated over 160,000 indexes daily.

In addition to delivering our products directly to our clients, as of December 31, 2013, there were more than 65 third-party financial information and analytics software providers that distributed our various equity index products worldwide. The performance of our equity indexes is also frequently referenced when selecting investment managers, assigning return benchmarks in mandates, comparing performance and providing market and academic commentary. The performance of certain of our equity indexes is reported on a daily basis in the financial media.

Our primary equity index products include:

- *MSCI Global Equity Indexes*. The MSCI Global Equity Indexes are our flagship index products. They are designed to measure returns available to global investors across a variety of public equity markets.

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As of December 31, 2013, the MSCI Global Equity Indexes provided broad equity market coverage for over 75 countries in our developed, emerging and frontier market categories, as well as various regional and composite indexes built from the component country indexes, including the MSCI EAFE, MSCI World, MSCI ACWI IMI and MSCI Emerging Market Indexes. In addition, the MSCI Global Equity Indexes include industry indexes, value and growth style indexes and large-, mid-, small- and micro-capitalization size segment indexes.

We believe that the MSCI Global Equity Indexes are the most widely used benchmarks for cross-border equity funds. Various pension plans have announced their adoption of one of our broadest equity indexes, MSCI ACWI IMI, as the policy benchmark for their equity portfolios. We also continue to enhance and expand successful product offerings as evidenced by the launch of new indexes (*e.g.*, MSCI EM beyond BRIC Index and MSCI All Colombia Index) to be used as the basis for financial products such as ETFs.

- *MSCI Factor Indexes.* The MSCI Factor Indexes (formerly Risk Premia) seek to address an emerging trend among institutional investors whose asset allocation processes are gradually shifting from asset classes to risk groupings such as growth, income, inflation, volatility and liquidity. The MSCI Factor Indexes reflect the many equity return components that were once considered added value, or alpha, but that can be attributed to sources of systematic return such as value, size, volatility, or momentum. Today, MSCI offers a wide array of such factor or alternative beta indexes, including the MSCI Minimum Volatility, Risk Weighted, Value Weighted, Quality and Momentum Indexes as well as combinations of factor indexes, or multi-factor indexes such as the award-winning MSCI Quality Mix Indexes.
- *MSCI Economic Exposure Products and Indexes.* MSCI recently launched economic exposure data modules to provide clients with a systematic framework for measuring global sources of revenue for each security across a portfolio or equity opportunity set. The economic exposure of companies can serve as a complementary or alternative definition of the country factor and can bring a new dimension to enhance and support the construction, evaluation and risk management of global equity portfolios. Also, the MSCI Economic Exposure Indexes, which reflect the performance of companies with significant economic exposure to specific regions or countries, may be relevant benchmarks for investors that face direct investment restrictions in certain markets or wish to increase their indirect allocations to targeted markets.
- *MSCI Custom Indexes.* In recent years we have significantly expanded our capabilities for calculating custom indexes. We currently calculate approximately 6,500 custom indexes, which apply a client's customization criteria to an existing MSCI index. Examples of customization criteria include currency, hedging, stock exclusions or special weighting. Custom indexes can reflect specific investment criteria, such as socially responsible investment requirements or regulatory constraints; they can be used for back-testing strategies or developing specialized investment products, minimizing portfolio tracking error and constructing index-linked products.
- *MSCI ESG Indexes.* The MSCI ESG Indexes allow clients to effectively benchmark ESG investment performance and manage, measure and report on their compliance with ESG mandates, as well as to issue index-based ESG investment products. The MSCI ESG Indexes include Best-in-Class Indexes that integrate sustainability analysis into the investment process, Socially Responsible Indexes that take into account certain values, norms or ethical standards, Environmental Indexes that focus on alternative energy or clean technology and Custom Indexes based on client ESG requirements.
- *Global Industry Classification Standard (GICS®).* GICS was developed and is maintained jointly by MSCI and Standard & Poor's Financial Services, LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("Standard & Poor's"). This classification system was designed to respond to our clients' needs for a comprehensive, consistent and accurate framework for classifying companies into industries. GICS is widely accepted as an industry analysis framework for investment research, portfolio management and asset allocation. Our equity index products classify constituent securities according to GICS.

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We also offer GICS Direct, a joint product of MSCI and Standard & Poor's. GICS Direct is a database of more than 43,400 active companies and more than 51,300 securities classified by sector, industry group, industry and sub-industry in accordance with proprietary GICS methodology.

Our primary ESG and IPD products are:

- *MSCI ESG Research Products.* MSCI ESG Research products and services help investors integrate ESG factors into their investment decisions. Investors integrate ESG factors to better understand investment risk and opportunities and/or to align investment with a set of ESG values. MSCI ESG Research products include screening and modeling tools that allow institutional investors and asset managers to: align investments with a set of ESG values such as perceptions of certain business activities, religious views or international norms; generate buy/restricted lists of companies that meet those criteria; understand the implications of restrictions on portfolios; and examine company specific profiles. The tools also include the ability to monitor a company's adherence to internationally recognized norms and principles. MSCI ESG Research products also provide ESG ratings and analysis on thousands of companies worldwide. These industry based research reports are designed to identify and analyze key ESG issues for the industry, which may include the intersection of a corporations' major social and environmental impacts with its core business operations, thereby identifying potential risks and opportunities for the company and its investors.
- *IPD Products.* The IPD Portfolio Analysis Service ("PAS") analyzes the strengths and weaknesses of a real estate portfolio's performance relative to its benchmark. We also offer income, management, fund level and cost benchmarking services. IPD market publications provide key real estate market analysis on countries, regions and sectors.

Risk Management Analytics Products

Our risk management analytics products offer a risk assessment framework for managing and monitoring investments in a variety of asset classes across an organization. The products are based on our proprietary integrated fundamental multi-factor risk models, value-at-risk ("VaR") methodologies and asset valuation models. They enable clients to identify, monitor, report and manage potential market risks, and to analyze portfolios and systematically analyze risk and return across multiple asset classes, including equities, bonds, commodities, foreign exchange, futures, options, derivatives, alternative and private asset classes, structured products, interest-rate products and credit products. Using these tools, clients can identify the drivers of market and credit risk across their investments, produce daily risk reports, run pre-trade analysis, perform what-if stress tests and simulation analysis and optimizations, evaluate and monitor multiple asset managers and investment teams and assess correlations across a group of selected assets or portfolios.

We offer the following products in this area:

- *RiskManager.* RiskManager is an industry leader in VaR simulation and stress testing. Clients use RiskManager for daily analyzing, measuring and monitoring of market risk at fund and firm levels, sensitivity and stress testing, interactive what-if analysis, and counterparty credit exposure. RiskManager is a highly scalable platform accessed by clients via a license to a secure, interactive web-based application service, as an outsourced risk reporting service or as a web service in which a client's systems access RiskMetrics' core risk elements by connecting directly to our systems.
- *BarraOne.* BarraOne, powered by the Barra Integrated Model ("BIM"), provides clients with global, multi-asset class risk analysis using Barra's fundamental factor methodology. BarraOne also includes VaR simulation, stress testing, optimization and performance attribution modules that enable clients to manage multi-asset class portfolios, carry out risk allocation budgeting, manager monitoring,

performance attribution and regulatory risk reporting. The product is accessed by clients via a secure, interactive web-based session, web services or on an outsourced basis.

- *Hedge Fund Risk Transparency Solutions.* HedgePlatform, a reporting service, and InterSight, an interactive web-based reporting service, allow clients that invest in hedge funds, including funds of funds, pension funds and endowments, to measure, evaluate and monitor the risk of their hedge fund investments across multiple hedge fund strategies. We collect position-level information from hedge funds on a monthly basis and provide our clients with risk information for each individual hedge fund in which they invest as well as aggregate risk information for their overall portfolio of hedge funds. Our clients who use RiskManager to measure the risk of their own holdings can further integrate the positions collected via our HedgePlatform and InterSight services to allow computation of risk across their entire portfolio, while the confidential and proprietary nature of the underlying hedge fund holdings is maintained. HedgePlatform and InterSight reports include statistics such as exposure (*e.g.*, long, short, net and gross), sensitivities, scenario analysis, stress tests and VaR analysis.
- *DataMetrics.* DataMetrics is a data service that allows clients to access the market data embedded in RiskManager for use in their own proprietary or other third-party systems. In addition to direct access to market data, DataMetrics can provide clients with customized data processing services.
- *WealthBench.* WealthBench is an investment planning platform for private banks, financial advisors, brokerages and trust companies. WealthBench assists users in delivering informed, tailored investment planning proposals for high net worth individuals reflecting their needs, goals and risk tolerances while remaining consistent with firm-driven investment and risk-based policies. WealthBench incorporates robust analytics, market-consistent inputs and transparent methodologies.
- *InvestorForce.* Our InvestorForce products offer performance reporting solutions to the institutional investment community in the U.S. by providing investment consultants with an integrated solution for daily monitoring, analysis of and reporting on institutional assets. InvestorForce products also offer clients access via a web portal to their rich database of information including portfolio analytics and transaction and holdings information, which is updated in real time as data is collected from custodial banks and fund managers.
- *CreditManager.* Our CreditManager product is a portfolio credit risk management system used primarily by banks to calculate economic capital, facilitate risk-based pricing and measure credit risk concentrations. The application is designed to consolidate and compare risks and opportunities across multiple credit exposures including bonds, credit derivatives and traditional lending.

Portfolio Management Analytics Products

Our Barra-branded equity portfolio management analytics products are designed to assist investment professionals in analyzing and managing risks and returns for equities at both the asset and portfolio level in developed, emerging and frontier equity markets. Barra equity models identify and analyze the factors that influence equity asset returns and risk. Our most widely used Barra equity products utilize our fundamental multi-factor equity risk model data to help our clients construct, analyze, optimize and manage portfolios. Our multi-factor models identify factors that influence stock price movements, such as industry and style characteristics, based on market and fundamental data. The proprietary risk data available in our products identify an asset's or a portfolio's sensitivities to these factors. In 2013, we introduced an innovative approach to risk modeling, Systematic Equity Strategies ("SES"), a rules-based implementation of investment strategies and anomalies. When used as a complement to traditional equity risk factors in risk models, SES can help better explain sources of risk and return.

Our global equity models include the following:

- *Barra Global Equity Model ("GEM3").* GEM3 is a multi-factor risk model designed for use in global equity portfolio management and construction. It uses a set of factors that explain the sources of global equity risk and returns.

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- *BIM*. BIM provides a detailed view of risk across markets and asset classes, including currencies, equities, fixed income assets, commodities, mutual fund assets and hedge fund assets. It begins by identifying the factors that affect the returns of many asset classes, including equity and fixed income securities and currencies. These factors are then combined into a single global model that can forecast the risk of multi-asset class global portfolios.

Our single country and regional risk models include the following:

- *Barra Single Country Equity Models*. Our single country equity models identify a set of factors to explain sources of risk and return of portfolios in that country. Examples include the Barra US Equity Model (“USE4”) which models risk for U.S. equity assets and portfolios and the Barra UK Equity Model (“UKE7”) which models risk for United Kingdom equity assets and portfolios.
- *Barra Regional Equity Models*. We produce two regional equity models, the Europe Equity Model (“EUE4”) and the Asia-Pacific Equity Model (“ASE1”). These models are designed to be used across a broad range of applications and are available in different versions to reflect local and regional commonalities, as well as short-term and long-term investment horizons.

When assigning investment mandates to asset managers, institutional asset owners often prescribe investment restrictions for portfolio risk and tracking error that are measured, reported and monitored using Barra products. Our clients can use our portfolio analytics by installing our proprietary software applications and equity risk data in their technology platforms, by accessing our software applications and risk data via the Internet, by integrating our equity risk data into their own applications or through third-party applications, like those provided by FactSet Research Systems Inc. (“FactSet”), which have incorporated our equity risk data and analytics into their offerings.

Our primary portfolio analytics products are:

- *Barra Aegis*. Barra Aegis is a sophisticated software application for equity risk management and portfolio analysis that is powered by our proprietary equity risk data. It is deployed by the client as a desktop application. Barra Aegis is an integrated suite of equity investment analytics modules, specifically designed to help clients actively manage their equity risk against their expected returns. It also enables clients to construct optimized portfolios based on client-specified expectations and constraints.

Barra Aegis also provides a factor-based performance attribution module which allows clients to analyze realized returns relative to risk factors by sectors, styles, currencies and regions. Barra Aegis’s tools also help clients identify returns attributable to stock selection skills. Additionally, using Barra Aegis’s advanced automation tools, clients can back-test their portfolio construction strategies over time.

- *Barra Portfolio Manager*. Barra Portfolio Manager is an integrated risk and performance platform that is designed to help fund managers and their teams gain additional portfolio insight, manage a more systematic investment process and make faster, more informed investment decisions. The hosted interactive user interface allows users to construct portfolios and back-test their strategies using the Barra Optimizer. It also allows users to decompose the risk and attribute the return of their portfolios according to Barra models. The platform supports optional data management services that allow users to outsource the loading and reconciliation of their portfolio and other proprietary data.
- *Barra Equity Models Direct*. Barra Equity Models Direct delivers our proprietary risk data to clients for integration into their own software applications. The proprietary risk data in Barra Equity Models Direct is also available via third-party providers. We offer the proprietary risk data from global, regional and single country Barra risk models and most of these models are available in short-term and long-term time horizons so that clients can select the risk data that best suits their investment processes.

Energy and Commodity Analytics Products

Our Energy and Commodity Analytics products are software applications that offer a variety of quantitative analytics tools for valuing, modeling and facilitating the hedging of physical assets and derivatives across a number of market segments including energy and commodity assets. These products are used by investors, traders and those hedging investments in these asset classes. The software applications are not provided with any market data or proprietary index or risk data. These products are typically branded “FEA” and include products such as FEA@Energy, FEA VaRworks and FEA StructureTool.

Governance Segment

Our Governance business is a leading provider of corporate governance products and services to institutional investors and corporations around the world. Following the disposition of our Financial Research and Analysis (“FR&A”) product line on March 31, 2013, we categorized our Governance business into two distinct categories: (i) Proxy Research and Voting, Data & Analytics, Global Proxy Distribution (“GPD”) and Securities Class Action Services (“SCAS”) and (ii) ISS Corporate Services. The pricing model for our Governance business’ products and services is primarily subscription-based and varies depending on the product or service purchased.

Proxy Research and Voting, Data & Analytics, GPD and SCAS

Our Proxy Research and Voting, Data & Analytics, GPD and SCAS products are designed to provide proxy services, including data, proxy voting and in-depth research and analysis to help inform voting decisions and assess issuer-specific risk, to institutional investors globally. ISS is the largest proxy advisory firm that offers a fully-integrated, end-to-end proxy voting service, including policy creation, comprehensive research, vote recommendations, vote execution and reporting and analytical tools. During 2013, Proxy Research and Voting, Data & Analytics, GPD and SCAS accounted for 68.8% of revenues attributable to our Governance business.

Our primary product categories are:

- *Proxy Research and Voting.* Through its ProxyExchange platform, ISS provides clients with vote recommendations, comprehensive analyses and online voting capabilities that enable users to make informed decisions about how to vote on all items with respect to each shareholder meeting agenda related to their portfolio holdings, execute their votes and monitor and track their votes for reporting purposes. Built on the ProxyExchange platform and launched late in 2013, ISS’s Policy Engine application provides clients with tools for enhancing the transparency of voting policies and improving control over the design and application of their own voting policies.

Research coverage is currently provided on approximately 5,700 U.S.-based companies and more than 33,000 non-U.S. companies. ISS’s research and recommendations are based on benchmark, specialized and client-specific custom policies. ISS’s benchmark policies are designed to serve as an industry standard and best practice guide to corporate governance and are developed with the input of institutional clients and industry professionals around the world. In addition to our benchmark policies, we recognize that the philosophies and policies used to make proxy voting decisions range widely among different types of investors. By understanding the diverse needs of our clients, we are able to create policies that meet their requirements through a number of specialized policies such as SRI policies based on environmentally and socially responsible guidelines and ISS’s Taft-Hartley policy which is based on guidelines of the American Federation of Labor and Congress of Industrial Organizations. For many institutional investors with highly specialized or unique needs for proxy research and policy guidelines, we frequently provide custom proxy advisory services in which we work with our clients to develop and refine governance policy guidelines that match their particular views and are unique to them. Additionally, ISS’s M&A Edge research service provides independent, in-depth research analysis that focuses specifically on proposed merger and acquisition deals and proxy

contests to inform institutional investors. It also delivers ongoing deal notes that keep users abreast of key events as the deal or contest evolves and analyzes key aspects of a transaction, including strategic rationale, corporate governance and shareholder rights issues.

ISS's proxy voting services include notifying clients of upcoming shareholder meetings, receiving proxy ballots from third-party proxy distributors, generating consolidated proxy ballots and vote instructions across its clients' portfolios, executing its clients' votes in accordance with their instructions, maintaining voting records and providing comprehensive vote reporting.

- *Data & Analytics.* As governance plays a heightened role in investment decision-making, investors are increasingly using ISS data and analytics to support their analysis. Accordingly, in February of 2013, ISS introduced Governance QuickScore, the first in a series of ISS QuickScore products intended to identify risk within portfolio companies. ISS Governance QuickScore provides high-level scoring and individual datapoints on corporate audit, board and compensation practices and shareholder rights, which is used by both the institutional investor and corporate communities as a yardstick for measuring governance.
- *Global Proxy Distribution Services ("GPD").* Our GPD service offers a complete global proxy distribution solution to custodian banks for non-U.S. securities through a single independent platform. GPD provides for the efficient distribution and voting of proxies giving clients the ability to review and download detailed meeting information and individualized account information. GPD also provides online access to customized record-keeping and reporting across all custodians and sub-custodians.
- *Securities Class Action Services ("SCAS").* We deliver a complete securities class action monitoring and claims filing service to institutional investors who have potential recovery rights in securities class action lawsuits. We provide an extensive securities litigation database, including historical and current case information, and provide fully-outsourced notification, tracking and claims filing services to our institutional clients. Our relationships with claims administrators and law firms around the world enable us to inform clients of new cases in global markets. Combined with our global operations, SCAS offers a streamlined, cost-effective research and filing solution for our clients.

SCAS offers more detailed portfolio specific views of cases and settlements with an online database that allows clients to keep track of the complete securities class action lifecycle, from when a case is first identified until payment is disbursed. Securities class action data provided to our clients through our RecoverMax platform include class periods, settlement dates, status reports, award amounts, claim deadline dates, claims administrator details and pertinent related data.

ISS Corporate Services

Our ISS Corporate Services products and services are designed to help clients reduce risk and build shareholder value through strong governance programs by leveraging our expertise in the areas of executive compensation, governance-related risk identification, capital structure, voting trends and corporate governance research. ISS Corporate Services tools, data and advisory services help clients to design, manage and measure their corporate governance programs. During 2013, revenues related to our ISS Corporate Services products and services represented 29.2% of our Governance business total revenues.

Our primary ISS Corporate Services products and services include:

- *Compensation Data and Analytics.* We provide a set of turnkey products and services that enable compensation and governance professionals to enhance compensation plan design and communication of compensation programs by modeling, analyzing and benchmarking executive compensation and equity plans. Our ExecComp Analytics product provides historical data, benchmarking and analytics on executive compensation and pay for performance. Compass is a web-based tool enabling clients to

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model the cost of equity compensation plans and determine optimal equity plan design. Our flagship product is the ExecComp Suite, which includes our ExecComp Analytics product and ongoing benchmarking of equity plan value transfer, burn rates, and dilution. It also provides access to experienced and dedicated compensation plan analysts and support in modeling the cost of equity compensation plans and determining optimal compensation plan design.

- *Governance Suite.* The Governance Suite provides online analytics to enable governance professionals to more effectively manage their corporate governance programs by utilizing governance benchmarking tools, databases of shareholder meeting results and mutual fund proxy voting records, and accessing ISS governance research and publications. Subscribers of Governance Suite also have access to Governance Exchange, which provides a diverse range of corporate governance viewpoints and research through webcasts, white papers, surveys and expert analysis. Governance Suite also provides access to experienced and dedicated governance analysts and support in benchmarking governance practices and understanding trends and best practices.
- *Proxy Research and Publications.* Proxy Research and Publications offers a searchable database of publications, research articles and online reports designed to help corporate secretaries, investor relations professionals, executives, directors and other professionals access ISS research reports and other corporate governance-related information. Through an alerts service, users of Proxy Research and Publications also receive the latest proxy research reports released for their company or peer companies, and can opt to be alerted when proxy research reports containing specific proposal types are released.

On October 31, 2013, we announced that we had engaged Morgan Stanley to explore strategic alternatives for the Governance business, including the potential divestiture or other separation of the entire business. There can be no assurance that the process of exploring these strategic alternatives will result in a transaction or that any transaction will ultimately be consummated. In addition, an adverse outcome from the pursuit of the strategic alternatives could lead to potential future impairment charges.

Growth Strategy

We have grown in recent years with operating revenues and operating income increasing by 9.0% and 7.1%, respectively, for the year ended December 31, 2013 compared to the year ended December 31, 2012, and by 5.5% and 7.7%, respectively, for the year ended December 31, 2012 compared to the year ended December 31, 2011.

We believe we are well-positioned for growth over time and have a multi-faceted growth strategy that builds on our strong client relationships, products, brands and integral role in the investment process. Set forth below are the principal elements of our strategy to grow our Company and meet the increasing needs of our clients for investment decision support tools:

- *Client Growth.* We believe there are opportunities to increase the number of users and locations and the number of products we license to existing client organizations, and to obtain new clients in both existing and new geographic markets and client types worldwide. We intend to:
 - *Increase product subscriptions within our current client base.* Many of our clients use only one or a limited number of our products, and we believe there are opportunities to sell new modules and capabilities to our existing clients. We believe our deep knowledge of our clients and our familiarity with their investment processes enable us to license these additional products to our clients. In 2013, 76.3% of our sales consisted of upsells to our existing clients.
 - *Expand client base.* We seek to add new clients by expanding our sales efforts and by increasing our marketing investment. We are also expanding our geographic presence to take advantage of the liberalization of markets in additional countries. In recent years, for

example, we have opened new sales and client coverage offices in Seoul, Korea and Taipei, Taiwan and expanded our sales presence in China and the Middle East. In 2013, we also significantly increased the number of client coverage and sales people in Canada, the Philippines and the U.S., and in 2014 we have opened a sales office in Santiago, Chile. We believe that these new sales efforts will enable us to leverage our brand strength, product reach and access to the global investment community to attract new clients.

We are also making investments that will enable us to target new client segments, including smaller asset managers and hedge funds, financial advisors and insurance firms by expanding our dedicated sales efforts with respect to these client segments and developing new products designed to meet their needs.

- *Increase licensing of indexes for ETFs and other exchange traded investment products.* We believe that there is potential for continued growth and expansion in the ETF market in the future, and we will continue to pursue opportunities to increase licensing of our indexes for index-linked investment products to capitalize on their growth in number and variety. The MSCI brand continues to play an important role in the choice of index provider. In a 2013 report by Greenwich Associates (“Institutional Investors’ Relationship with ETFs Deepens”, May 2013), we were named the “benchmark of choice” for international equity ETFs. The table below illustrates the growth trend with respect to the number of exchange listings of ETFs linked to MSCI equity indexes.

Number of Exchange Listings of ETFs Linked to MSCI Equity Indexes

<u>Region</u>	<u>As of</u>		
	<u>December 31, 2013</u>	<u>December 31, 2012</u>	<u>December 31, 2011</u>
Americas	190	186	150
EMEA	381	365	348
Asia	36	30	26
Total	<u>607</u>	<u>581</u>	<u>524</u>

Historical values of the assets in ETFs linked to our indexes are set forth in a table under the section “Management’s Discussion and Analysis—Results of Operations—Year Ended December 31, 2013 Compared to the Year Ended December 31, 2012—Operating Revenues” below.

- *Product Development.* We plan to develop new product offerings and continue to enhance our existing products. Much of our product development is based on an ongoing and active dialogue with clients, which helps us to understand their needs and anticipate market developments.
 - *Create innovative new product offerings and enhancements.* In order to maintain and enhance our leadership position, we plan to introduce innovative new products and enhancements to existing products. We believe that the integration of product platforms, research, including the development of new models, enhanced client customization capabilities, and the introduction of new ESG and governance products will increase the competitiveness of our Company. For example, the addition of IPD’s database of real estate information has the potential to enhance MSCI’s risk and performance management analytics products.
 - *Expand our capacity to design and develop new products.* We intend to increase our investment in product development teams, new model research, data production systems, technology infrastructure and software application design to enable us to design and develop

new products more quickly and cost-effectively. Increasing our ability to process additional models and data, and design and code software applications more effectively, will allow us to respond faster to client needs and bring new products and product enhancements to the market more quickly.

- *Growth through acquisitions.* We intend to continue to seek to acquire products, technologies and companies, such as IPD and InvestorForce, that will enhance, complement or expand our product offerings and client base, as well as increase our ability to provide investment decision support tools to equity, fixed income and multi-asset class investment institutions, and the financial intermediaries that service such institutions.

Competitive Advantages

We believe our competitive advantages include the following:

- *Strong client relationships and deep understanding of client needs.* Our consultative approach to product development, dedication to client support and our range of products have helped us build strong relationships with investment institutions around the world. We believe the skills, knowledge and experience of our research, applications development, global sales, data management and production and product management teams enable us to develop and enhance our models, methodologies, data and software applications in accordance with client demands and needs. We consult with our clients and other market participants during the product development process to take into account their actual investment process requirements. For the year ended December 31, 2013, we had an Aggregate Retention Rate of 91.3%. See Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Metrics and Drivers—Operating Metrics—Retention Rates” for the definition of Aggregate Retention Rate and more detailed retention rate data.
- *Client reliance on our products.* Many of our clients have come to rely on our products in their investment management processes, integrating our products into their performance measurement and risk management processes, where they become an integral part of their daily portfolio management functions. In certain cases, our clients are requested by their customers to report using our tools or data. Additionally, our tools can help clients comply with local regulations or client reporting requirements. Consequently, we believe that certain of our clients may experience business disruption and additional costs if they choose to cease using or replace our products.
- *Strong brand recognition.* Our global equity indexes and ESG products and services are marketed under the MSCI and MSCI ESG Research brands; our portfolio risk and performance analytics covering global equity and fixed income are marketed under the Barra brand; our multi-asset class, market and credit risk analytics are marketed under the RiskMetrics and Barra brands; our performance reporting products and services offered to the investment consultant community are marketed under the InvestorForce brand; our energy and commodity asset valuation analytics are marketed under the FEA brand; our private real estate benchmarks are marketed under the IPD brand; and our corporate governance products and services are marketed under the ISS brand. These brands are well-established and recognized throughout the investment community worldwide. Our brand strength reflects the longstanding quality and widespread use of our products. We believe our products are well-positioned to be the tools of choice for investment institutions increasingly looking to third-party products and services for help with benchmarking, index-linked product creation and portfolio risk management and for corporate clients for help with governance practices.
- *Global products and operations.* Our products cover most major investment markets throughout the world. For example, our MSCI Global Equity Indexes provide broad equity market coverage for over 75 countries in our developed, emerging and frontier market categories; and we produce equity risk data for single country models, regional equity models and an integrated multi-asset

class risk model covering equity markets and fixed income markets. As of December 31, 2013, our clients were located in 84 countries and many of them have a presence in multiple locations around the world. As of December 31, 2013, our employees were located in 22 countries in order to maintain close contact with our clients and the international markets we follow. We believe our global presence and focus allow us to serve our clients well and capitalize on a great number of business opportunities in many countries and regions of the world.

- *Sophisticated models with practical application.* We have invested significant time and resources for more than three decades in developing highly sophisticated and practical index methodologies and risk models that combine financial theory and investment practice. We enhance our existing models to reflect the evolution of markets and to incorporate methodological advances in risk forecasting. New models and major enhancements to existing models are reviewed by our model review committee.
- *Open architecture and transparency.* We have an open architecture philosophy. Clients can access our data through our software applications, third-party applications or their own applications. We also recognize that the marketplace is complex and that a competitor in one context may be a supplier or distributor in another context. For example, Standard & Poor's competes with us in index products, supplies index data that we distribute in our portfolio analytics software products and jointly developed and maintains GICS and GICS Direct with us. In order to provide transparency, we document and disclose many details of our models and methodologies to our clients so that they can better understand and utilize the tools we offer. We believe this open architecture approach benefits us and our clients.
- *Scalable application platforms.* We continue to make significant investments in our data centers, technology platform and software products to provide highly scalable solutions for the processing of large volumes of asset and portfolio data. In doing so, we are able to offer clients computing capacity that they would otherwise not be able to economically access through internal development.
- *Highly skilled employees.* Our workforce is highly skilled, technical and, in some instances, specialized. In particular, our research and software application development departments include experts in advanced mathematics, statistics, finance, portfolio investment and application development, who combine strong academic credentials with market experience. Our employees' experience and knowledge give us access to, and allow us to add value at, the highest levels of our clients' organizations.
- *Extensive historical databases.* We have accumulated extensive databases of historical global market data, proprietary equity index data, private real estate benchmark data, risk data, ESG data and governance data. We believe our substantial and valuable databases of proprietary index and risk data, including over 40 years of certain index data history, nearly 40 years of certain risk data history and over 15 years of certain historical governance data, would be difficult and costly for another party to replicate. The information is not available from any single source and would require intensive data checking and quality assurance testing that we have performed over our many years of accumulating this data. Historical data is a critical component of our clients' investment processes, allowing them to research and back-test investment strategies and analyze portfolios over many investment and business cycles and under a variety of historical situations and market environments.

Clients

For the year ended December 31, 2013, we served approximately 8,300 clients across 84 countries worldwide with 52.6% of revenue from our client base in the Americas, 35.5% in EMEA and 11.9% in Asia and Australia. Our clients include asset owners such as pension funds, endowments, foundations, central banks, family offices and insurance companies; institutional and retail asset managers, such as managers of pension

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assets, mutual funds, ETFs, real estate, hedge funds and private wealth; and financial intermediaries such as banks, broker-dealers, exchanges, custodians and investment consultants. To calculate the number of clients, we may count certain affiliates and business units within a single organization as separate clients. For example, the asset management and broker-dealer units of a diversified financial services firm may be treated as separate clients, even though the financial services firm is the only party to the applicable subscriptions or licenses.

Our Aggregate Retention Rates were 91.3% and 89.7% for the years ended December 31, 2013 and 2012, respectively. Our Core Retention Rates were 91.6% and 90.4% for the years ended December 31, 2013 and 2012, respectively. For a description of the calculation of our Aggregate and Core Retention Rates, see Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Metrics and Drivers—*Operating Metrics—Retention Rates.*”

Revenues from our ten largest clients contributed a total of 23.5%, 25.0% and 25.8% of our total revenues for the years ended December 31, 2013, 2012, and 2011 respectively.

In the years ended December 31, 2013, 2012 and 2011, our largest client organization by revenue, BlackRock, Inc. and its affiliates (“BlackRock”), accounted for 8.8%, 7.6% and 8.1% of our operating revenues, respectively. For the years ended December 31, 2013, 2012 and 2011 87.0%, 81.7% and 83.9% of our revenues from BlackRock were attributable to fees based on the assets of ETFs linked to MSCI equity indexes, including its iShares ETF business.

Marketing

We market our products to investment institutions, financial service providers, financial advisors and corporations worldwide. See “—Clients” above. Our research and product management teams seek to understand our clients’ investment and governance processes and their needs and to design tools that help clients effectively and efficiently address them. Because of the sophisticated nature of our products, our main means of marketing is through face-to-face meetings, hosted events, targeted campaigns and 24-hour client support, as described in “—Sales and Client Support” below. These marketing and support efforts are supplemented by our website, our email newsletters, our client events, our participation in industry conferences, our ongoing product consultations and research papers, and our public relations efforts. Our strategic marketing department collaborates with our product specialists to analyze our clients’ use of our products and to analyze the competitive landscape for our products.

Members of our research team and other employees regularly speak at industry conferences, as well as at our own events. For example, we hosted over 500 seminars, webinars, conferences and workshops in various locations across the globe in fiscal 2013. These seminars, webinars, conferences and workshops bring our staff and our clients together, expose those clients to our latest research and product enhancements and give our staff an opportunity to gain insight into our clients’ needs. Our marketing communications professionals also arrange interviews for our industry and product experts in prominent financial and trade media and issue press releases from time to time on client wins, new research and product developments. We also communicate directly with both clients and prospective clients through our email newsletters which deliver research, company news and product specific news. Our strategic marketing department collaborates with our product specialists to analyze our clients’ use of our products and to analyze the competitive landscape for our products. We also supplement these direct marketing efforts with targeted online advertising and co-branding initiatives with some of our major clients.

Sales and Client Support

As of December 31, 2013, our client coverage offices included nearly 235 sales people and over 250 client support people worldwide. Of these, over 85 were located in our New York offices and over 65 were located in our London office. In the last few years we have expanded our sales efforts to grow our revenues and our client

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service efforts to ensure client satisfaction and develop client loyalty. In recent years, for example, we have opened new sales and client coverage offices in Seoul, Korea and Taipei, Taiwan and expanded our sales presence in China and the Middle East. In 2013, we also significantly increased the number of client coverage and sales people in Canada, the Philippines and the U.S., and in 2014 we have opened a sales office in Santiago, Chile. We have also created more specialized sales and client support teams to increase our impact in each client segment, namely hedge funds, asset owners, financial advisors, private wealth managers and broker dealers. In the Americas, we also increased our focus on smaller asset managers and hedge funds, financial advisors and insurance firms. Our sales and client support staff are based in 29 offices around the world enabling us to provide valuable face-to-face client service and focus efforts on developing new clients in more locations.

The sophisticated nature of our products and their uses demand a sales and client support staff with strong academic and financial backgrounds. Most new sales require several face-to-face meetings with the prospective client and the sales process for large and complex sales is likely to involve a team from sales, client support, product management and research. For Barra and RiskMetrics branded products, sales and client support personnel are available to onboard new clients and new users, which includes, providing intensive on-site training in the use of the models, data and software applications underlying each product. Client support also provides ongoing support, which may include on-site visits, telephone and e-mail support 24 hours, five days a week and routine client support needed in connection with the use of the product or how it can help clients improve their process, all of which are included in the recurring subscription fee. We believe that the size, quality, knowledge and experience of our sales and client support staff, as well as their proximity to clients, differentiate us from our competitors.

Product Development and Production

We take a coordinated team approach to product development and production. Our product management, research, data operations and technology and application development departments are at the center of this process. Despite the challenging market environment, we remained committed to our product development and production efforts and, in some cases, increased these efforts.

Utilizing a deep understanding of the investment process worldwide, our research department develops, reviews and enhances our various methodologies and models. Our global data operations and technology team designs and manages our processes and systems for market data procurement, proprietary data production and quality control. Our application development team builds our sophisticated software applications. As part of our product development process, we also commonly undertake extensive consultations with our clients and other market participants to understand their specific needs and investment process requirements. Our product management team facilitates this collaborative product development and production approach.

- *Research.* Our models are developed by a cross-functional research team of mathematicians, economists, statisticians, financial engineers and investment industry experts. Our index and risk and analytics research departments combine extensive academic credentials with broad financial and investment industry experience. They work on both developing new models and methodologies and enhancing existing ones. We monitor investment trends and their drivers globally, as well as analyze product-specific needs in areas such as capitalization-weighted, factor and specialized indexes, as well as instrument valuation, risk modeling, portfolio construction, asset allocation and value-at-risk simulation. An important way we monitor global investment trends and their implications for our business is through the forum provided by our Editorial Advisory Board (“EAB”). Our EAB, which was established in 1999, meets twice a year and is comprised of senior investment professionals from around the world and senior members of our performance and risk research team. In 2013, our index and risk and analytics researchers participated in numerous industry events and conferences, and their papers have been published in leading academic and industry journals. In 2013, we hosted the MSCI Client Summits, annual investment and risk management conferences, which took place in New York, London, Sacramento and Bangkok, where our researchers presented their current work, research papers

and projects to senior professionals from client organizations. They also play a leading role in many of the seminars, workshops and webinars we host throughout the year, presenting and discussing their latest research findings with both clients and prospective clients.

Within the governance research department, ISS's policy board works to ensure ISS's voting policies are developed and applied within a framework of corporate governance best practices. Each year, ISS solicits broad feedback from multiple constituencies, including through an annual policy survey of our institutional clients and other investors, corporations, and other market participants, to assess opinions on emerging topics and practices. Direct outreach with institutional investors, corporate board members, and executives is then done through multiple and geographically diverse channels, including in-person and telephonic roundtables. Participants are invited to share their perspectives on corporate governance issues, including board structure, executive compensation, mergers and acquisitions and corporate accountability to ensure that our standard voting policies are aligned with the views of our institutional clients. Those discussions result in the creation of draft policies for the coming year, which are then published for public comment before being finalized. ISS's engagement with key governance stakeholders continues year round through in-person meetings, speaking engagements and other channels.

- *Data Operations and Information Technology.* Our data operations and technology teams consist of a combination of operations and information technology specialists. We licensed a large volume and variety of market data for every major market in the world, including fundamental and return data, from more than 200 third party sources in 2013. We apply our models and methodologies to this market data to produce our proprietary risk and index data. Our data operations team oversees this complex process. Our experienced information technology staff builds proprietary software and databases that house all of the data we license or produce in order for our data operations team to perform data quality checks and run our data production systems. This data factory produces our proprietary index data such as end of day and real time equity indexes, ESG indexes, real estate benchmarks, and our proprietary risk data such as daily and monthly equity risk forecasts, IPD performance and risk reporting and MSCI ESG Research reports. We have data operations and technology offices in North America, Europe and Asia.
- *Application Development.* Certain of our proprietary risk data are made available to clients through our proprietary software applications, such as Barra Aegis, BarraOne, RiskManager, HedgePlatform, WealthBench, Credit Manager and ESG Manager. Our application development team consists of individuals with significant experience in both the finance and software industries. Our staff has an extensive skill set, including expertise in both the Java-based technologies used in our web-based, on-demand software application tool for multi-asset class risk analysis and reporting and Microsoft-based technologies used in our desktop equity and fixed income analytics software products. We also have extensive experience with database technologies, computational programming techniques, scalability and performance analysis and quality assurance. We use a customized software development methodology that leverages best practices from the software industry, including agile programming, test-driven development, parallel tracking, iterative cycles, prototyping and beta releases. We build our software applications by compiling multiple components, which enables us to reuse designs and codes in multiple products. Our software development projects involve extensive collaboration with our product management team and directly with clients. We have application development offices in the U.S., Europe and Asia.

Our Competition

Many industry participants compete directly with us by offering one or more similar products. Our principal competitors on a global basis for our MSCI Global Equity Index products are FTSE International, Ltd. (a subsidiary of The London Stock Exchange), Russell Investment Group (a unit of Northwestern Mutual Life Insurance Group) and S&P Dow Jones Indices LLC (a joint venture company owned 24.4% by CME Group through its affiliates, 2.6% indirectly by Dow Jones & Company, Inc. and 73.0% by The McGraw-Hill

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Companies, Inc.) (“S&P Dow Jones”). Additionally, we compete with equity index providers whose primary strength is in a local market or region. These include S&P Dow Jones, Russell Investment Group and the Center for Research in Securities Prices (CRSP) in the U.S.; S&P/TSX index published by S&P Dow Jones Indices LLC in Canada, the CAC index published by NYSE Euronext, the DAX and STOXX Ltd. in Europe; the Bovespa Index in Brazil; the Korea Stock Exchange Kospi Index in Korea; China Securities Index Co., Ltd. in China; the Hang Seng Index in Hong Kong; a strategic partnership between CME Group and Singapore Exchange Limited in Singapore; and Nikkei Inc., Nomura Securities, Ltd., Russell Investment Group, and Tokyo Stock Exchange, Inc. in Japan. There are also many smaller companies that create indexes primarily for use as the basis of ETFs.

The principal competitors for our portfolio analytics products are Advanced Portfolio Technologies (a unit of SunGard), Axioma, Inc., Bloomberg Finance L.P., Capital IQ’s ClariFI (a Standard & Poor’s business), FactSet, Northfield Information Services, Inc., Style Research Inc. and Wilshire Analytics.

Our risk management analytics products compete with firms such as Algorithmics (a unit of IBM), Barclays Capital, BlackRock Solutions (a unit of BlackRock), FactSet, Imagine Software, KMV (a unit of Moody’s Corporation) and SunGard Data Systems Inc. Additionally, many of the larger broker-dealers have developed proprietary risk management analytics tools for their clients. Similarly, many investment institutions, particularly the larger global organizations, have developed their own internal risk management analytics tools.

ISS’s institutional business competes with firms such as Glass, Lewis & Co. in proxy research and voting, as well as Broadridge Investor Communications Solutions, Inc. (“Broadridge”) in proxy distribution. ISS also competes with local proxy voting and research providers in certain international markets. ISS Corporate Services competes with Equilar, Inc.

For our other products where our revenues are less significant, we also have a variety of other competitors.

Intellectual Property and other Proprietary Rights

We consider many aspects of our products, processes and services to be proprietary. We have registered, among others, “MSCI”, “Barra”, “FEA”, “InvestorForce”, “IPD” and “RiskMetrics” as trademarks or service marks in the U.S. and in certain foreign countries. We will continue to evaluate the registration of additional trademarks, service marks and copyrights as appropriate. From time to time, we also file patent applications to protect our proprietary rights. We currently hold 21 U.S. and foreign patents and have five U.S. and foreign patents pending. Additionally, many of our products, processes and services require the use of intellectual property obtained from third parties. It may be necessary in the future to seek or renew licenses relating to various aspects of our products, processes and services.

Although we believe the ownership of such patents, copyrights, trademarks, service marks, the implementation of certain measures to protect our intellectual property and proprietary rights and our ability to obtain the rights to use intellectual property of third parties are important to our business and contribute in part to our overall success, we do not believe we are dependent on any one of our intellectual property rights or any one license to use third party intellectual property. For a discussion of the risks associated with legal protection of our intellectual property and other rights, infringement claims and the ability to obtain or renew licenses for third party intellectual property see Part I, Item 1A. *“Risk Factors—Legal Protections for our intellectual property rights and other rights may not be sufficient or available to protect our competitive advantages. Third parties may infringe on our intellectual property rights, and third-party litigation may adversely affect our ability to protect our intellectual property rights.”*

Employees

As of December 31, 2013, the number of our employees increased by 502 to 3,261 from 2,759 on December 31, 2012. As of December 31, 2013, 46.6% of our employees were located in emerging market centers.

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Government Regulation

The Company is subject to reporting, disclosure and recordkeeping obligations pursuant to SEC requirements. ISS and MSCI ESG Research Inc. are registered investment advisers and must comply with the requirements of the Investment Advisers Act of 1940 and related SEC regulations. Such requirements relate to, among other things, disclosure obligations, recordkeeping and reporting requirements, marketing restrictions and general anti-fraud prohibitions. A subsidiary of ISS in Australia is also registered as an investment adviser with the Australian Financial Services Authority and must comply with its applicable requirements. MSCI is registered with the State Council Information Office of the Ministry of Commerce and the State Administration for Industry and Commerce in China as a foreign institution supplying financial information services in China.

Available Information

Our corporate headquarters are located at 7 World Trade Center, 250 Greenwich Street, New York, New York, 10007, and our telephone number is (212) 804-3900. We maintain a website on the Internet at www.msci.com. The contents of our website are not a part of or incorporated by reference in this Annual Report on Form 10-K.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information about the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet website that contains reports, proxy and information statements and other information that we file electronically with the SEC at www.sec.gov. We also make available free of charge, on or through this website, these reports, proxy statements and other information as soon as reasonably practicable following the time they are electronically filed with or furnished to the SEC. To access these, click on the "SEC Filings" link found on our Investor Relations homepage.

We also use our website (<http://ir.msci.com/>) and corporate Twitter account (@MSCI_Inc) as channels of distribution of Company information. The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following our press releases, SEC filings and public conference calls and webcasts. In addition, you may automatically receive email alerts and other information about us when you enroll your email address by visiting the "Email Alert Subscription" section at <http://ir.msci.com/alerts.cfm?>. The contents of our website and social media channels are not, however, a part of or incorporated by reference in this Annual Report on Form 10-K.

Item 1A. Risk Factors

You should carefully consider the following risks and all of the other information set forth in this Annual Report on Form 10-K. If any of the following risks actually occurs, our business, financial condition or results of operations would likely suffer. You should read the section titled "Forward-Looking Statements" beginning on page 1 for a discussion of what types of statements are forward-looking statements, as well as the significance of such statements in the context of this Annual Report on Form 10-K.

Risks Related to Our Business

If we lose key outside suppliers of data and products or if the data or products of these suppliers have errors or are delayed, we may not be able to provide our clients with the information and products they desire.

Our ability to produce our products and develop new products is dependent upon the products of other suppliers, including certain data, software and service suppliers. Our index, analytics and governance products are dependent upon (and of little value without) updates from our data suppliers and most of our software products are dependent upon (and of little value without) continuing access to historical and current data.

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Throughout our businesses, we utilize certain data provided by third party data sources in a variety of ways, including large volumes of data from certain stock exchanges around the world. As of December 31, 2013, there were over 200 such data suppliers. If the data from our suppliers has errors, is delayed, has design defects, is unavailable on acceptable terms or is not available at all, our business, financial condition or results of operations could be materially adversely affected.

Many of our data suppliers compete with one another and, in some cases, with us. For example, ISS relies on a data feed agreement with Broadridge which allows for a large number of proxy ballots to be received, and proxy votes to be processed, electronically, minimizing the manual aspects of the proxy voting process and limiting the risk of error inherent in manual processes. If the data feed agreement with Broadridge was terminated, we would have to incur significant expenses in order to input our clients' voting instructions directly into Broadridge's proprietary electronic voting systems and our business and results of operations would be materially and adversely affected. Some of our agreements with data suppliers allow them to cancel on short notice and we have not completed formal agreements with all of our data suppliers, such as certain stock exchanges. From time to time we receive notices from data suppliers, including stock exchanges, threatening to terminate the provision of their data to us, and some data suppliers, including at least one stock exchange, have terminated the provision of their data to us. Termination of one or more of our significant data agreements or exclusion from, or restricted use of, or litigation in connection with, a data provider's information could decrease the available information for us to use (and offer our clients) and may have a material adverse effect on our business, financial condition or results of operations.

Although data suppliers and stock exchanges typically benefit from providing broad access to their data, some of our competitors could enter into exclusive contracts with our data suppliers, including with certain stock exchanges. If our competitors enter into such exclusive contracts, we may be precluded from receiving certain data from these suppliers or restricted in our use of such data, which would give our competitors a competitive advantage. Such exclusive contracts could hinder our ability to provide our clients with the data they prefer, which could lead to a decrease in our client base and could have a material adverse effect on our business, financial condition or results of operations.

Some data suppliers have sought and others may seek to increase licensing fees for providing their content to us. If we are unable to negotiate acceptable licensing arrangements with these data suppliers or find alternative sources of equivalent content, we may be required to reduce our profit margins or experience a reduction in our market share.

Our clients that pay us a fee based on the assets of an investment product may seek to negotiate a lower asset-based fee percentage or may cease using our indexes, which could limit the growth of or decrease our revenues from asset-based fees.

A portion of our revenues are from asset-based fees and these revenue streams are concentrated in some of our largest clients, including BlackRock, and in our largest market, the United States. Our clients, including our largest clients, may seek to negotiate a lower asset-based fee percentage for a variety of reasons. As the assets of index-linked investment products managed by our clients change, they may request to pay us lower asset-based fee percentages. Additionally, as competition among our clients increases, they may have to lower the fees they charge to their clients, which could cause them to decrease our fees correspondingly or otherwise lead to a reduction of our fees in certain cases. See "*Our revenues and earnings attributable to asset-based fees may be affected by changes in the capital markets, particularly the equity capital markets, or other factors that are tied to the calculation of our fees for certain index-linked investment products*" below. Competition is intense and increasing rapidly among our clients that provide exchange traded funds ("ETFs"), among other products. The fees ETF providers charge their clients are one of the competitive differentiators for these exchange traded fund managers. For example, on October 15, 2012, BlackRock announced that its iShares ETF business launched a new series of funds based on certain MSCI investable market indexes pursuant to a license with fee levels that are lower than those the Company currently receives with respect to existing iShares ETFs based on MSCI's

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standard indexes. Additionally, clients that have licensed our indexes to serve as the basis of index-linked investment products are generally not required to continue to use our indexes and could elect to cease offering the product or could change the index to a non-MSCI index, in which case our asset-based fees could dramatically decrease, which could have a material adverse effect on our business, financial condition or results of operations. For example, on October 2, 2012, we announced that Vanguard had informed the Company of its decision to no longer use MSCI's indexes as the basis for certain of its index funds, including both ETF and other share classes, beginning in 2013, representing a loss of Run Rate of \$24.8 million at December 31, 2012. The ability of our licensees to cease using our indexes is generally true not just with respect to an index's use as the basis of an ETF but also with respect to its use as the basis of other financial products, including mutual funds and institutional funds. Finally, to the extent that an asset manager finds it beneficial to offer clients ETFs and institutional funds based on the same indexes, a shift away from use of an index as the basis of one type of product may lead to a corresponding shift away from the same index as the basis of the other type of product.

Our revenues and earnings attributable to asset-based fees may be affected by changes in the capital markets, particularly the equity capital markets, or other factors that are tied to the calculation of our fees for certain index-linked investment products. A decrease in our fees for these products could have a material adverse effect on our business, financial condition or results of operations.

Clients that use our indexes as the basis for certain index-linked investment products, such as ETFs and mutual funds, commonly pay us a fee based on the investment product's assets. The value of an investment product's assets may increase or decrease in response to changes in market performance and inflows and outflows, which could impact our revenues. In addition, in many cases our fees can be affected by an increase or decrease in a product provider's total expense ratio ("TER"). In those cases, a reduction in the TER may negatively impact our revenues. Asset-based fees make up a significant portion of our revenues. They accounted for 14.4% and 14.8% of revenues for the fiscal years ended December 31, 2013 and 2012, respectively. These asset-based fees accounted for 41.1% and 43.3% of the revenues from our ten largest clients for the fiscal years ended December 31, 2013 and 2012, respectively. Volatile capital markets, as well as changing investment styles, may influence an investor's decision to invest in and maintain an investment in an index-linked investment product. For example, as of December 31, 2013, the month-end value of assets in ETFs linked to MSCI equity indexes was \$332.9 billion, which was 17.3% lower than the value of such assets as of December 31, 2012, and 10.0% higher than the value of such assets at September 30, 2013.

A limited number of clients account for a material portion of our revenue. Cancellation of subscriptions or investment product licenses by any of these clients could have a material adverse effect on our business, financial condition or results of operations.

For the fiscal years ended December 31, 2013 and 2012, revenues from our ten largest clients accounted for 23.5% and 25.0% of our total revenues, respectively. If we fail to obtain a significant number of new clients or if one of our largest clients cancels or reduces its subscriptions or investment product licenses and we are unsuccessful in replacing those subscriptions or licenses, our business, financial condition or results of operation could be materially adversely affected. For the fiscal year ended December 31, 2013, our largest client organization by revenue, BlackRock, accounted for 8.8% of our total revenues. For the fiscal years ended December 31, 2013 and 2012, 87.0% and 81.7%, respectively, of the revenue from BlackRock came from fees based on the assets in BlackRock's ETFs based on MSCI indexes. See "*—Our clients that pay us a fee based on the assets of an investment product may seek to negotiate a lower asset-based fee percentage or may cease using our indexes, which could limit the growth of or decrease our revenues from asset-based fees*" above.

Changes in government regulations could materially adversely affect our business, financial condition or results of operations.

The financial services industry is subject to extensive regulation at the federal and state levels, as well as by foreign governments. It is very difficult to predict the future impact of the broad and expanding legislative and

regulatory requirements affecting our business and our clients' businesses. If we fail to comply with any applicable laws, rules or regulations, we could be subject to fines or other penalties. It is possible that laws or regulations could cause us to restrict or change the way we license our products or could impose additional costs upon us. Some changes to the laws, rules and regulations applicable to our clients could impact their demand for our products and services. There can be no assurance that changes in laws, rules or regulations will not have a material adverse effect on our business, financial condition or results of operations.

- *Investment Advisers Act.* Except with respect to certain products provided by ISS and certain of its subsidiaries and MSCI ESG Research, we believe that our products do not constitute or provide investment advice as contemplated by the Investment Advisers Act of 1940 ("Advisers Act"). Future developments in our product line or changes to the current laws, rules or regulations could cause this status to change. It is possible that in addition to ISS and certain of its subsidiaries and MSCI ESG Research, other entities in our corporate family may be required to become registered as an investment adviser under the Advisers Act or similar laws in states or foreign jurisdictions. For example, a subsidiary of ISS in Australia is also registered as an investment adviser with the Australian Financial Services Authority and must comply with its applicable requirements. The Advisers Act imposes fiduciary duties, recordkeeping and reporting requirements, disclosure requirements, limitations on agency and principal transactions between an adviser and advisory clients, as well as general anti-fraud prohibitions.

We may also be adversely affected as a result of new or revised legislation or regulations imposed by the SEC, other U.S. or foreign governmental regulatory authorities or self-regulatory organizations that supervise the financial markets around the world. In addition, we may be adversely affected by changes in the interpretation or enforcement of existing laws and rules by these governmental authorities and self-regulatory organizations. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any of the proposals will become law. Compliance with any new laws or regulations could make compliance more difficult and expensive and affect the manner in which we conduct business.

- *Data Privacy Legislation.* Changes in laws, rules or regulations, or consumer environments relating to consumer privacy or information collection and use may affect our ability to collect and use data. There could be a material adverse impact on our direct marketing, licensing of historical data and business due to the enactment of legislation or industry regulations, or simply a change in practices, arising from public concern over consumer privacy issues. Restrictions could be placed upon the collection, management, aggregation and use of information that is currently legally available, in which case our cost of collecting some kinds of data could materially increase. It is also possible that we could be prohibited from collecting or disseminating certain types of data, which could affect our ability to meet our clients' needs.
- *Potential and Proposed Regulation Affecting Benchmarks.* On September 18, 2013, the European Commission issued its proposal for regulating indexes used as benchmarks in financial instruments and financial contracts and as benchmarks used to measure the performance of investment funds (COM(2013) 641/3 and 2013/0314(COD)), which if adopted as proposed or with certain substantially similar provisions, could result in the regulation of many aspects of our equity and real estate index product lines, including, but not limited to, index development, calculation, dissemination, governance, maintenance and recordkeeping, as well as input data licensing, collection and dissemination. At this point, we do not know whether this proposal, or a similar proposal, will be adopted as regulation by the European Union, or if it is adopted, when it will be adopted and have an effect on our equity and real estate index products. Compliance with any regulation resulting from this proposal that leads to a material change in our business practices or our ability to offer indexes in the European Union, materially increases our costs of doing business, diminishes our intellectual property rights, materially impacts our contractual commitments to our data contributors or causes our data contributors to refuse to contribute data to us at reasonable cost or at all could have a material adverse effect on our index business.

On October 20, 2011, the European Commission issued its proposal for MiFID/MiFIR 2 (COM (2011) 0652 and COM (2011) 0656). Agreement in principle has been reached between the European Commission, Parliament and Council, and we expect that the regulation when adopted and implemented will among other things mandate that, where the value of a financial instrument is calculated by reference to a benchmark, a person with proprietary rights to the benchmark will be required to ensure that clearing entities and trading venues will be entitled to licenses to the benchmark as well as to relevant price and data feeds and information regarding the composition, methodology and pricing of the benchmark and that access to such information will have to be granted by the benchmark owner within three months of the request at a fair, reasonable and non-discriminatory rate unless there are objective reasons to charge otherwise. We still await the final text as well as the results of ESMA's issuance of further guidance on the relevant technical standards. Thus, it is difficult to predict its full effect on our index business, but complying with this regulation to the extent that it leads to a material change in our business practices or reduces our ability to offer indexes in the European Union on terms of our choosing, as it appears it will, could have a material adverse effect on our index business.

On December 18, 2012, ESMA published guidelines on ETFs and other Undertakings for Collective Investment in Transferable Securities ("UCITS") issues (ESMA/2012/832EN), which are updated from time to time by ESMA ("Guidelines"). The Guidelines limit the types of indexes that can be used as the basis of UCITS funds and require, among other things, index constituents, together with their respective weightings, to be made easily accessible free of charge, such as via the Internet, to investors and prospective investors on a delayed and periodic basis. The Guidelines became effective as of February 17, 2013 with respect to newly launched UCITS funds. They became effective for all UCITS funds on February 17, 2014. We have made available a client communication with respect to our policies as they relate to the Guidelines. Although the full effects of the Guidelines will be largely unknown until we have more clarification from ESMA and/or individual regulators, complying with any related requirements could have a negative impact on our business and results of operations, including a negative impact on our licensing of index data and/or our indexes as the basis of ETFs and UCITS. Additionally, other jurisdictions outside of Europe have adopted, and others could adopt, similar concepts, proposals or regulations.

On June 6, 2013, ESMA published its final report setting out Principles for Benchmark-Setting Processes in the EU (ESMA/2013/659) ("ESMA Principles"). The ESMA Principles are intended to provide a general framework covering all stages of the benchmark setting process including data submission, administration, calculation, publication, the use of benchmarks and the continuity of benchmarks. The ESMA Principles are non-binding, but ESMA intends them to help transition to a potential European Union framework for benchmarks, and ESMA will review the ESMA Principles' application 18 months after their initial publication. We are assessing the impact that compliance with the ESMA Principles could have on our equity and real estate index product lines, but complying with ESMA Principles to the extent that it leads to a material change in our business practices or our ability to offer our indexes, materially increases our cost of doing business, materially diminishes our intellectual property rights, materially impacts our contractual commitments to our data contributors, or causes our data contributors to refuse to contribute data to us at reasonable cost or at all, could have a material adverse effect on our index business.

On July 17, 2013, the International Organization of Securities Commissions ("IOSCO") published its final report on principles for financial benchmarks ("IOSCO Principles"). The IOSCO Principles cover conflicts of interest, benchmark quality and integrity, methodology requirements, procedures related to handling complaints, documentation requirements and audit reviews. The IOSCO Principles require benchmark administrators to publicly disclose whether they comply with the IOSCO Principles within 12 months of their initial publication. IOSCO will review the extent to which the IOSCO Principles have been implemented within 18 months of publication. We are assessing the impact that compliance with the IOSCO Principles could have on our equity and real estate index product lines, but complying with IOSCO Principles to the extent that it leads to a material change in our business practices or our

ability to offer our indexes, materially increases our cost of doing business, materially diminishes our intellectual property rights, materially impacts our contractual commitments to our data contributors, or causes our data contributors to refuse to contribute data to us at reasonable cost or at all, could have a material adverse effect on our equity and real estate index product lines.

- *Proposed Regulation for Fiduciaries.* On October 21, 2010, the U.S. Department of Labor (“DOL”) issued a proposed regulation that would expand the definition of “fiduciary” under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). As proposed, the definition of fiduciary would include, among others, an investment adviser that provides advice and recommendations to employee benefit plans regarding exercise of rights incidental to stock ownership (e.g., proxy voting). If this regulation were adopted as proposed, ISS, for example, could be deemed to be a fiduciary for purposes of ERISA. As such, it would be subject to ERISA’s prohibited transaction (e.g., conflict) provisions, which could have an impact on the manner in which ISS and its affiliates conduct business. On September 19, 2011, the DOL announced that it had withdrawn this proposal and would re-propose the regulation sometime in early 2012. Although that target date and a series of later target dates have not been met, the DOL reportedly is still actively working on this issue with a goal of proposing a new fiduciary rule.
- *Potential and Proposed Regulation of the Proxy Advisory Industry.* On July 14, 2010, the SEC voted unanimously to issue for public comment a concept release focusing on a wide range of topics related to the U.S. proxy voting system. The concept release focused on three general topics: (1) the accuracy, transparency and efficiency of the proxy voting system; (2) communications with shareholders and shareholder participation in voting; and (3) the relationship between voting power and economic interest, including questions about proxy advisory firms, such as ISS, and concerns raised by corporate issuers and other observers about the role, power and manner in which proxy advisory firms operate. The SEC may, but is not required to, engage in rulemaking with respect to the various issues and questions raised in the concept release. In its Fiscal Year 2012 Agency Financial Report, the SEC indicated that it planned to develop recommendations in 2013 for an interpretive release addressing issues raised in the proxy plumbing concept release regarding proxy advisory firms; however, an interpretive release has not yet been issued. On December 5, 2013, the SEC held a public roundtable to discuss the proxy advisory industry. See “—Any perceived conflicts of interest resulting from providing products and services to institutional investors in addition to proxy voting recommendations, or providing products and services to corporations which are the subject of our proxy recommendations or other products and services could harm our reputation and business” below.

Following a consultation conducted by the European Securities and Markets Authority (“ESMA”) with respect to the proxy advisory industry in Europe, ESMA has decided to require the proxy advisory industry to develop its own Code of Conduct, which will be implemented under a comply-or-explain regime. ESMA is recommending the development of a Code of Conduct that focuses on identifying, disclosing and managing conflicts of interest and that fosters transparency. ESMA will review the development of the Code of Conduct during 2016 and may reconsider its position if no substantial progress has been made by that time. To address ESMA’s recommendations, six proxy advisors are currently working on a set of Best Practice Principles, which are expected to be released in March 2014. On December 12, 2012, the European Commission also released an action plan that contemplated considering an initiative with a view to improving the transparency and conflicts of interest frameworks applicable to proxy advisors. Additionally, other jurisdictions outside of Europe, such as Canada, have adopted, and others could adopt, similar concepts, proposals or regulations.

At this point we are unable to determine whether the SEC, the European Commission or other regulatory bodies will pursue rulemaking or legislation on these matters and, if so, the extent to which any rule or legislation might impact our businesses, including the process by which we provide proxy research and voting services to clients, the manner in which ISS operates as a proxy advisory firm, the business model that provides for both voting services to investor clients and governance advice to corporate clients, or otherwise. However, as with any regulatory change or the introduction of new

legislation, we may have to change business practices and operational procedures and incur costs in response to possible modifications to the proxy system that could result from any rulemaking or legislation that stems from the SEC's concept release, the adoption of the Code of Conduct encouraged by ESMA or action by the European Commission or other regulatory bodies.

Our growth may place significant strain on our management and other resources.

We must plan and manage our growth effectively to increase revenue and maintain profitability. Our growth, including in emerging market locations, has placed, and is expected to continue to place, significant demands on our personnel, management and other resources. We must continue to improve our operational, financial, management, legal and compliance processes and information systems to keep pace with the growth of our business. There can also be no assurance that, if we continue to grow organically or by way of acquisitions, management will be effective in attracting, training and retaining additional qualified personnel, including additional managers or key employees, developing effective leadership in all of our locations, expanding our physical facilities and information technology infrastructure, integrating acquired businesses or otherwise managing growth. Additionally, new hires require significant training and may, in some cases, take a significant amount of time before becoming fully productive. Any failure to effectively manage growth or to effectively manage the business could have a material adverse effect on our business, financial condition or results of operations. See “—We are subject to unanticipated costs in connection with political, economic, legal, operational, franchise and other risks as a result of our international operations, which could adversely impact our businesses in many ways” and “—We are dependent on key personnel in our professional staff for their expertise” below, Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Part I, Item 1. “Business—Company History.”

Our clients may become more self-sufficient, which may reduce demand for our products and materially adversely affect our business, financial condition or results of operations.

Our clients may develop internally certain functionality contained in the products they currently license from us. For example, some of our clients who currently license our risk data to analyze their portfolio risk may develop their own tools to collect data and assess risk, making our products unnecessary for them. To the extent that our clients become more self-sufficient, demand for our products may be reduced, which could have a material adverse effect on our business, financial condition or results of operations. For example, in August 2011, BlackRock announced that it was seeking regulatory clearance to create indexes for use as the basis of ETFs that it would manage. See “—A limited number of clients account for a material portion of our revenue. Cancellation of subscriptions or investment product licenses by any of these clients could have a material adverse effect on our business, financial condition or results of operations” above.

Any failure to ensure and protect the confidentiality of client data could adversely affect our reputation and have a material adverse effect on our business, financial condition or results of operations.

Many of our products provide for the exchange of sensitive information with our clients through a variety of media, such as the Internet, software applications and dedicated transmission lines. We rely on a complex system of internal processes and software controls along with policies, procedures and training to protect the confidentiality of client data, such as client portfolio data that may be provided to us or hosted on our systems. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in the implementation of our internal controls, policies or procedures, or if an employee purposely circumvents or violates our internal controls, policies or procedures, then unauthorized access to, or disclosure or misappropriation of, client data could occur. Such unauthorized access, disclosure or misappropriation could damage our reputation and/or result in claims against us by our clients or regulators and have a material adverse effect on our business, financial condition or results of operations. For example, on September 14, 2012, we received a Wells Notice from the staff of the SEC in connection with allegations that an ISS employee provided confidential information about how clients voted their

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proxies to proxy solicitors in return for cash and other gifts. The employee was subsequently terminated from his position, and we cooperated with investigations of both the SEC and the U.S. Department of Justice. In settling with the SEC, and without admitting or denying the SEC's allegations, ISS consented to the entry of an administrative order requiring that ISS comply with relevant provisions of the securities laws, pay a \$300,000 civil monetary penalty, and retain an independent consultant to conduct a review of ISS's supervisory and compliance policies and procedures. If a failure of our internal controls, policies or procedures results in a security or privacy breach, we could also incur increased operating expenses to remediate the problems caused by the breach and prevent future breaches, which could have a material adverse effect on our financial condition or results of operations.

We have confidentiality policies in place regarding changes to the composition of our indexes and have implemented information barrier procedures to protect the confidentiality of the material, non-public information regarding changes to our equity indexes. If our confidentiality policies or information barrier procedures fail, our reputation could be damaged and our business, financial condition or results of operations could be materially adversely affected.

We change the composition of our indexes from time to time. We believe that, in some cases, the changes we make to our indexes can affect the prices of constituent securities as well as products based on our indexes. Our index clients rely on us to keep confidential material non-public information about changes to the future composition of an index and to protect against the misuse of that information until the change to the composition of the index is disclosed to clients. We have confidentiality policies in place and have implemented information barrier procedures to limit access to this information and to prevent the unauthorized disclosure and misuse of information regarding material non-public changes to the composition of our equity indexes. If our confidentiality policies or information barrier procedures fail or we are delayed in implementing such procedures as necessary with respect to a newly acquired business and an employee inadvertently discloses, or deliberately misuses, material non-public information about a change to one of our indexes, our reputation may suffer. Clients' loss of trust and confidence in our confidentiality policies or information barrier policies and procedures could lead to a negative reputation throughout the investment community, which could have a material adverse effect on our business, financial condition or results of operations.

In addition, certain exchanges permit our clients to list ETFs or other financial products based on our equity indexes only if we provide a representation to the exchange that we have reasonable information barrier procedures in place to address the unauthorized disclosure and misuse of material, non-public information about changes to the composition of our equity indexes. If an exchange determines that our information barrier procedures are not sufficient, the exchange might refuse to list or might delist investment products based on our equity indexes, which may have a material adverse effect on our business, financial condition or results of operations.

Legal protections for our intellectual property rights and other rights may not be sufficient or available to protect our competitive advantages. Third parties may infringe on our intellectual property rights, and third-party litigation may adversely affect our ability to protect our intellectual property rights.

We consider many aspects of our products and processes to be proprietary. We rely primarily on a combination of trade secret, patent, copyright and trademark rights, as well as contractual protections and technical measures, to protect our products and processes. Despite our efforts, third parties may still try to challenge, invalidate or circumvent our rights and protections. There is no guarantee that any trade secret, patent, copyright or trademark rights that we may obtain will protect our competitive advantages, nor is there any assurance that our competitors will not infringe upon our rights. As we have experienced, even if we attempt to protect our intellectual property rights through litigation, it may require considerable cost, time and resources to do so, and there is no guarantee that we will be successful. Furthermore, our competitors may also independently develop and patent or otherwise protect products and processes that are the same or similar to ours. In addition,

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the laws of certain foreign countries in which we operate do not protect our proprietary rights to the same extent as do the laws of the U.S. Also, some elements of our products and processes may not be subject to intellectual property protection.

- Trademarks and Service Marks—We have registered “MSCI”, “Barra”, “FEA”, “InvestorForce”, “IPD” and “RiskMetrics” as trademarks or service marks in the U.S. and in certain foreign countries. We have also registered other marks for certain products and services in the U.S. and in certain foreign countries. When we enter a new geographic market or introduce a new product brand, there can be no assurance that our existing trademark or service mark of choice will be available. Furthermore, the fact that we have registered trademarks is not an assurance that other companies may not use the same or similar names.
- Patents—We currently hold 21 U.S. and foreign patents. We currently have five U.S. and foreign patent applications pending. Patent applications can be extremely costly to process and defend. There can be no assurance that we will be issued any patents that we apply for or that any of the rights granted under any patent that we obtain will be sufficient to protect our competitive advantages.
- Copyrights—We believe our proprietary software and proprietary data are copyright protected. If a court were to determine that any of our proprietary software or proprietary data, such as our index level data, is not copyright protected, it could have a material adverse effect on our business, financial condition or results of operations.
- Confidentiality and Trade Secrets—Our license agreements limit our clients’ right to copy or disclose our proprietary software and data. It is possible, however, that a client might still make unauthorized copies of our proprietary software or data, which could have a material adverse effect on our business, financial condition or results of operations. For example, if a client who licensed a large volume of our proprietary historical data made that information publicly available, we might lose potential clients who could freely obtain a copy of the data. We also seek to protect our proprietary software and data through trade secret protection and through non-disclosure obligations with our employees. However, if an employee breaches his or her non-disclosure obligation and reveals a trade secret or other confidential information, we could lose the trade secret or confidentiality protection, which could have a material adverse effect on our business, financial condition or results of operations. Furthermore, it may be very difficult to ascertain if a former employee is inappropriately using or disclosing our confidential or proprietary information. We have investigated suspicions that former employees have used or disclosed our confidential or proprietary information, but we cannot be certain that we are aware or in the future will be aware of every instance in which this sort of behavior may occur. Additionally, the enforceability of our license and other agreements’ non-disclosure obligations and the remedies available to us in the event of a breach vary due to the many different jurisdictions in which our clients and employees are located.
- License Agreements—Our products are generally made available to end users on a periodic subscription basis under a license agreement signed by the client. We also permit access to some data, such as certain index information, through the Internet under online licenses that are affirmatively acknowledged by the licensee or under terms of use. There can be no assurance that third parties will abide by the terms of our licenses or that all of our license agreements will be enforceable. See “—*We are dependent on the use of third-party software and data, and any reduction in third-party product quality or any failure by us to comply with our licensing requirements could have a material adverse effect on our business, financial condition or results of operations*” below for risks associated with the use of intellectual property obtained from third parties.
- Third-Party Litigation—There have been a number of lawsuits in multiple jurisdictions, including in the U.S. and Germany, in the last few years regarding whether issuers of index-linked investment products are required to obtain a license from the index owner or whether issuers may issue investment products based on a publicly-available index level data without obtaining permission from (or making payment to) the index owner. The outcome of these cases depends on a number of factors, including

the governing law, the amount of information about the index available without a license and the other particular facts and circumstances of the cases. In some instances, the results of these cases are favorable to the index owner, as in a recent case in the Illinois state courts involving the International Securities Exchange and its proposed use of the Dow Jones Industrial Average and the S&P 500 index. In other instances, the results have been unfavorable to the index owner, as in a 2009 case in German federal court ruling that the owner of an index trademark who publishes the index in a manner generally available to all market participants cannot prohibit, on the basis of German trademark law, a third party from referring to the index as a reference value in options issued by the third party if the trademark is used for informational and factual purposes and its use does not imply that a relationship exists with the trademark owner. If other courts or regulators or other governmental bodies in relevant jurisdictions determine that a license is not required to issue investment products linked to indexes, this could have a material adverse effect on our business, financial condition or results of operations. See “—*Changes in government regulations could materially adversely affect our business, financial condition or results of operations*” above. It might also lead to changes in current industry practices such that we would no longer make our index level data publicly available, such as via our website or news media, on a timely basis.

Third parties may claim we infringe upon their intellectual property rights. Such claims would likely be costly to defend, could require us to pay damages or limit our future use of integral technologies, which could have a material adverse effect on our business, financial conditions or results of operations.

Third parties may claim we infringe upon their intellectual property rights. Businesses operating in the financial services sector, including our competitors and potential competitors, have increasingly pursued or may consider pursuing patent protection for their technologies and business methods. If any third parties were to obtain a patent on a relevant index methodology, risk model, software application or other relevant product or process, we could be sued for infringement. Furthermore, there is always a risk that third parties will sue us for infringement or misappropriation of other intellectual property rights, such as trademarks, copyrights or trade secrets.

From time to time, such complaints are filed by or we receive such notices from others alleging intellectual property infringement or potential infringement. The number of these claims may grow.

Responding to intellectual property claims, regardless of merit, can consume valuable time, result in costly litigation or cause delays. We may be forced to settle such claims on unfavorable terms, and there can be no assurance that we would prevail in any litigation arising from such claims if such claims are not settled. We may be required to pay damages, to stop selling or using the affected products or applications or to enter into royalty and licensing agreements. There can be no assurance that any royalty or licensing agreements will be made, if at all, on terms that are commercially acceptable to us. From time to time we receive notices calling upon us to defend partners, clients, suppliers or distributors against such third-party claims under indemnification clauses in our contracts. Therefore, the impact of claims of intellectual property infringement could have a material adverse effect on our business, financial condition or results of operations.

Our use of open source code could impose unanticipated delays or costs in deploying our products, or impose conditions or restrictions on our ability to commercialize our products or keep them confidential.

We rely on open source code to develop software and to incorporate it in our products, as well as to support our internal systems and infrastructure. The terms of many open source code licenses, however, are ambiguous and have not been interpreted by U.S. courts. Accordingly, there are risks that there may be a failure in our procedures for controlling the usage of open source code or that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products. In either event, we could be required to seek licenses from third parties in order to continue offering our products, to make generally available (in source code form) proprietary code that links to certain open source code modules, to re-

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engineer our products or systems or to discontinue the licensing of our products if re-engineering could not be accomplished on a timely basis. Any of these requirements could materially adversely affect our business, financial condition or results of operations.

We are dependent on the use of third-party software and data, and any reduction in third-party product quality or any failure by us to comply with our licensing requirements could have a material adverse effect on our business, financial condition or results of operations.

We rely on third-party software and data in connection with our product development and offerings. We depend on the ability of third-party software and data providers to deliver and support reliable products, enhance their current products, develop new products on a timely and cost-effective basis, and respond to emerging industry standards and other technological changes. The third-party software and data we use may become obsolete or incompatible with future versions of our products. We also monitor our use of third-party software and data to comply with applicable license requirements. Despite our efforts, our use of certain third party software and data has been challenged in the past and there can be no assurance that such third parties may not challenge our use in the future, resulting in increased software or data acquisition costs, loss of rights and/or costly legal actions. Our business could be materially adversely affected if we are unable to timely or effectively replace the functionality provided by software or data that becomes unavailable or fails to operate effectively for any reason. In addition, our operating costs could increase if license fees for third-party software or data increase or the efforts to incorporate enhancements to third-party or other software or data are substantial. Some of these third-party suppliers are also our competitors, increasing the risks noted above. If any of these risks materialize, they could have a material adverse effect on our business, financial condition or results of operations.

If our products fail to perform properly due to undetected errors or similar problems, it could have a material adverse effect on our business, financial condition or results of operation.

Products we develop or license may contain undetected errors or defects despite testing. Such errors can exist at any point in a product's life cycle, but are frequently found after introduction of new products or enhancements to existing products. We continually introduce new products and new versions of our products. Despite internal testing and testing by current clients, our current and future products may contain serious defects or malfunctions. If we detect any errors before we release a product, we might have to delay the product release for an extended period of time while we address the problem. We might not discover errors that affect our new or current products or enhancements until after they are deployed, and we may need to provide enhancements to correct such errors. Errors may occur in our products that could have a material adverse effect on our business and could result in harm to our reputation, lost sales, delays in commercial release, third-party claims, contractual disputes, negative publicity, delays in or loss of market acceptance of our products, license terminations or renegotiations, or unexpected expenses and diversion of resources to remedy errors.

Furthermore, our clients may use our products together with their own software, data or products from other companies. As a result, when problems occur, it might be difficult to identify the source of the problem. Even when our products do not cause these problems, the existence of these errors might cause us to incur significant costs, divert the attention of our technical personnel from our product development efforts, impact our reputation, cause significant client relations problems or result in legal claims against us. The realization of any of these events could materially adversely affect our business, financial condition or results of operations.

To remain competitive and generate customer demand, we must successfully develop new products and effectively manage transitions. Failure to do so could limit our ability to maintain or grow current revenues, which could have a material adverse effect on our business, financial condition or results of operations.

Due to the highly volatile and competitive nature of the industry in which we operate and the impact of technological change on our products, we must continually introduce new products and services, enhance,

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including through integration, existing products and services, and effectively generate customer demand for new and upgraded products and services. If, among other things, we fail to accurately anticipate and meet the needs of our clients through the successful development of new products and services, if our new products and services are not attractive to our clients, if our new products do not perform as well as anticipated, if the launch of new products and offering of new services is not timely, or if competitors in any business line introduce products, services, systems and processes that are better than ours or that gain greater market acceptance, we could lose market share and clients to our competitors which could materially adversely affect our business, financial condition and results of operations.

We must make long-term investments and commit significant resources before knowing whether these investments will eventually result in products and services that satisfy our clients' needs and generate revenues required to provide the desired results. For example, we have made, and need to continue to make, investments in our technology platform in order to provide competitive products and services to our clients. From time to time, we also incur costs to integrate existing products and platforms and transition clients to enhanced products and services, which also presents execution risks and challenges. If we are unable to effectively manage transitions to new or enhanced products and services, our business, financial condition and results of operations could be materially adversely affected. Also see "*If our products fail to perform properly due to undetected errors or similar problems, it could have a material adverse effect on our business, financial condition or results of operations*" above.

Increased competition in our industry may cause price reductions or loss of market share, which may materially adversely affect our business, financial condition or results of operations.

We face competition across all markets for our products. Our competitors range in size from large companies with substantial resources to small, single-product businesses that are highly specialized. Our larger competitors may have access to more resources and may be able to achieve greater economies of scale, and our competitors that are focused on a narrower product line may be more effective in devoting technical, marketing and financial resources to compete with us with respect to a particular product. There may also be consolidation among our competitors in the form of joint ventures or other business arrangements, which could allow for better capitalized competitors.

In addition, barriers to entry may be low in many cases, including for single-purpose product companies. The Internet as a distribution channel has allowed free or relatively inexpensive access to information sources, which has reduced barriers to entry even further. Low barriers to entry could lead to the emergence of new competitors; for example, broker-dealers and data suppliers could begin developing their own proprietary risk analytics or indexes. Profit margin considerations, including those arising from financial and budgetary pressures affecting our clients resulting from current economic conditions, may lead certain clients to seek products at a lower cost than what we provide. See "*Changes in government regulations could materially adversely affect our business, financial condition or results of operations.—Potential and Proposed Regulation Affecting Benchmarks*" above.

These competitive pressures may also result in fewer clients, fewer subscriptions or investment product licenses, price reductions, and increased operating costs, such as for marketing and product development, resulting in lower revenue, gross margins and operating income. See "*Our clients that pay us a fee based on assets of an investment product may seek to negotiate a lower asset-based fee percentage or may cease using our indexes, which could limit the growth of or decrease our revenues from asset-based fees*" above and Part I, Item 1. "Business—Our Competition."

Our business is dependent on our clients' continued investment in equity securities. If our clients significantly reduce their investments in equity securities, our business, financial condition or results of operations may be materially adversely affected.

A significant portion of our revenues comes from our products that are focused on the various aspects of managing or monitoring portfolios. To the extent our clients significantly deemphasize equity securities in their investment strategies, the demand for equity products would likely decrease, which could have a material adverse effect on our business, financial condition or results of operations.

A portion of our business is dependent on our clients continuing to measure the performance of their equity investments against equity benchmarks. If our clients discontinue use of equity benchmarks to measure performance, our business, financial condition or results of operations could be materially adversely affected.

Our equity index products serve as equity benchmarks against which our clients can measure the performance of their investments. If clients decide to measure performance on an absolute return basis instead of against an equity benchmark, the demand for our equity indexes could decrease. Any such decrease in demand for our equity index products could have a material adverse effect on our business, financial condition or results of operations.

Cancellation of subscriptions or investment product licenses or renegotiation of terms by a significant number of clients could have a material adverse effect on our business, financial condition or results of operations.

Our primary commercial model is to license annual, recurring subscriptions to our products for use at a specified location and by a given number of users or for a certain volume of products or services during that annual period. For most of our products, our clients may cancel their subscriptions or investment product licenses at the end of the current term. While we believe the annual, recurring subscription model supports our marketing efforts by allowing clients to subscribe without the requirement of a long-term commitment, the cancellation of subscriptions or investment product licenses by a significant number of clients at any given time may have a material adverse effect on our business, financial condition or results of operations.

Increased accessibility to free or relatively inexpensive information sources may reduce demand for our products and materially adversely affect our business, financial condition or results of operations.

In recent years, more free or relatively inexpensive information has become available, particularly through the Internet, and this trend may continue. The availability of free or relatively inexpensive information may reduce demand for our products. Weak economic conditions can also result in clients seeking to utilize lower-cost information that is available from alternative sources. To the extent that our clients choose to use these sources for their information needs, our business, financial condition or results of operations may be materially adversely affected. See “—Changes in government regulations could materially adversely affect our business, financial condition or results of operations.—Potential and Proposed Regulation Affecting Benchmarks” above.

Our growth and profitability may not continue at the same rate as we have experienced in the past, which could have a material adverse effect on our business, financial condition or results of operations.

We have experienced significant growth since we began operations. There can be no assurance that we will be able to maintain the levels of growth and profitability that we have experienced in the past. Among other things, there can be no assurance that we will be as successful in our product development and marketing efforts as we have been in the past, or that such efforts will result in growth or profit margins comparable to those we have experienced in the past. See “—To remain competitive and generate customer demand, we must successfully develop new products and effectively manage transitions” above and Part I, Item 1. “Business.” Any failure to continue to grow our business and maintain profitability could have a material adverse effect on our business, financial condition or results of operations.

If we are unable to manage our operating costs as anticipated or our operating costs are higher than expected, our operating results may fluctuate significantly.

We may experience higher than expected operating costs, including increased personnel costs, occupancy costs, selling and marketing costs, investments in geographic expansion, communication costs, travel costs, software development costs, professional fees, costs related to information technology infrastructure and other costs. If operating costs exceed our expectations and cannot be adjusted accordingly, our anticipated profitability may be reduced and our anticipated results of operations and financial position may be adversely affected.

Our financial condition and results of operations may be negatively impacted by certain factors that are beyond our control, including global financial market conditions, the availability of short-term and long-term funding and capital, the level and volatility of interest rates, currency exchange rates and inflation.

Unfavorable changes in global financial market conditions may negatively impact the financial viability of our clients, the majority of which are in the financial services industry, resulting in reduced demand for our products and services due to the closure or consolidation of our clients, the inability of our customers to pay for products or services, prolonged selling and renewal cycles and increased reserves for doubtful accounts and write-offs of accounts receivable. Our cash flows may also be impacted by changes in interest rates, currency exchange rates, inflation and delayed payment or underpayment by our customers, which could restrict our access to capital markets. Adverse changes in the financial markets could affect earnings negatively and could have a material adverse effect on our results of operations and financial condition.

Additionally, as a result of the global financial crisis, the U.S. Congress undertook major financial reform which led to the enactment on July 21, 2010 of the Dodd-Frank Act. The Dodd-Frank Act could have a significant impact on many aspects of the way in which the financial services industry conducts business and has and will continue to impose substantial new regulation on, and regulatory oversight of, a wide variety of financial services institutions. Although many of the effects of the Dodd-Frank Act will be largely unknown until all of the regulations have been finalized and implemented, complying with its requirements could negatively impact the business, operations and financial viability of many of our clients which, in turn, could have a negative impact on our business, and results of operations.

There is considerable risk embedded in growth through acquisitions, which may materially adversely affect our business, financial condition or results of operations.

An element of our growth strategy is growth through acquisitions. Any acquisition could present a number of risks, including:

- incorrect assumptions regarding the future results of acquired operations or assets or expected cost reductions or other synergies expected to be realized as a result of acquiring operations or assets;
- failure to integrate the operations or management of any acquired operations or assets successfully and on a timely and cost effective basis;
- failure to achieve assumed synergies;
- insufficient knowledge of the operations and markets of acquired businesses, including where, as in the case of the IPD acquisition, the acquired company operates in many countries and in markets with which we have limited experience;
- increased debt, which may be incurred under terms less favorable than those associated with our current debt and which may, among other things, reduce our free cash flow and increase our risk of default;
- dilution of your common stock;
- loss of key personnel;

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- diversion of management's attention from existing operations or other priorities; and
- inability to secure, on terms we find acceptable, sufficient financing that may be required for any such acquisition or investment.

In the event that we experience a high level of acquisition related activity within a limited period of time the possibility of occurrence of these risks would likely increase for that period. In addition, if we are unsuccessful in completing acquisitions of other businesses, operations or assets or if such opportunities for expansion do not arise, our future growth, business, financial condition or results of operations could be materially adversely affected. See Part I, Item 1. "Business—Company History."

Our revenues, expenses, assets and liabilities are subject to foreign currency exchange fluctuation risk.

We are subject to foreign currency exchange fluctuation risk. Exchange rate movements can impact the U.S. dollar reported value of our revenues, expenses, assets and liabilities denominated in non-U.S. dollar currencies or where the currency of such items is different than the functional currency of the entity where these items were recorded.

A significant percentage of our revenues from our index-linked investment products are based on fees earned on the value of assets invested in securities denominated in currencies other than the U.S. dollar. For all operations outside the U.S. where the Company has designated the local non-U.S. dollar currency as the functional currency, revenue and expenses are translated using average monthly exchange rates and assets and liabilities are translated into U.S. dollars using month-end exchange rates. For these operations, currency translation adjustments arising from a change in the rate of exchange between the functional currency and the U.S. dollar are accumulated in a separate component of shareholders' equity. In addition, transaction gains and losses arising from a change in exchange rates for transactions denominated in a currency other than the functional currency of the entity are reflected in non-operating "Other expense (income), net" in our Consolidated Statement of Income.

Revenues from index-linked investment products represented 14.4% and 14.8% of operating revenues for the years ended December 31, 2013 and 2012, respectively. While our fees for index-linked investment products are generally invoiced in U.S. dollars, the fees are based on the investment product's assets, a significant percentage of which are invested in securities denominated in currencies other than the U.S. dollar. Accordingly, declines in such other currencies against the U.S. dollar will decrease the fees payable to us under such licenses. In addition, declines in such currencies against the U.S. dollar could impact the attractiveness of such investment products resulting in net fund outflows, which would further reduce the fees payable under such licenses.

We generally invoice our clients in U.S. dollars; however, we invoice a portion of our clients in Euros, British pounds sterling, Japanese yen and a limited number of other non-U.S. dollar currencies. For the years ended December 31, 2013 and 2012, 15.1% and 12.6%, respectively, of our operating revenues were invoiced in currencies other than U.S. dollars. For the year ended December 31, 2013, 53.9% of our foreign currency revenues were in Euros, 22.9% were in British pounds sterling and 13.0% were in Japanese yen. For the year ended December 31, 2012, 58.3% of our foreign currency revenues were in Euros, 21.8% were in Japanese yen and 12.1% were in British pounds sterling.

We are exposed to additional foreign currency risk in certain of our operating costs. Approximately 42.8% and 34.5% of our operating expenses for the years ended December 31, 2013 and 2012, respectively, were denominated in foreign currencies, the significant majority of which were denominated in British pounds sterling, Euros, Swiss francs, Indian rupees, Hungarian forints, Hong Kong dollars and Mexican pesos. Expenses incurred in foreign currency may increase as we expand our business outside the U.S.

We have certain assets and liabilities denominated in currencies other than local functional amounts and when these balances are remeasured into their local functional currency, a gain or loss results from the change in

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value of the functional currency. We manage foreign currency exchange rate risk, in part, through the use of derivative financial instruments comprised principally of forward contracts on foreign currency which are not designated as hedging instruments for accounting purposes. The objective of the derivative instruments is to minimize the income statement impact associated with intercompany loans that are denominated in certain foreign currencies. As a result of these positions, we recognized foreign currency exchange losses of \$2.4 million and \$2.6 million for the years ended December 31, 2013 and 2012, respectively. Although we believe that our guidelines and policies are reasonable and prudent, any hedging instruments that we may enter into in the future may not be successful, resulting in an adverse impact on our results of operations.

To the extent that our international activities recorded in local currencies increase in the future, our exposure to fluctuations in currency exchange rates will correspondingly increase and could have a material adverse effect on our business, financial condition or results of operations.

We may become subject to liability based on the use of our products by our clients.

Our Performance and Risk products support the investment processes of our clients, which, in the aggregate, manage trillions of dollars of assets. Our Governance products and services support the proxy voting processes of our clients. Our client agreements have provisions designed to limit our exposure to potential liability claims brought by our clients or third parties based on the use of our products or the failure to provide the services provided in client contracts. However, these provisions may not always eliminate liability entirely and may have certain exceptions that could result in the provision of credits, contractual penalties and adverse monetary judgments, or be invalidated by unfavorable judicial decisions or by federal, state, foreign or local laws. Use of our products as part of the investment process creates the risk that clients, or the parties whose assets are managed by our clients, may pursue claims against us for very significant dollar amounts. Any such claim, even if the outcome were to be ultimately favorable to us, would involve a significant commitment of our management, personnel, financial and other resources and could have a negative impact on our reputation. In addition, such claims and lawsuits could have a material adverse effect on our business, financial condition or results of operations.

Our indebtedness could materially adversely affect our business, financial condition or results of operations.

On May 4, 2012, we amended and restated our credit facility, which originally consisted of a senior secured term loan B facility and revolving credit facility, entered into on June 1, 2010 as amended by Amendment No. 1 dated as of February 4, 2011 and Amendment No. 2 dated as of March 14, 2011 (the credit facility as so amended and restated, the “Amended and Restated Credit Facility”). The Amended and Restated Credit Facility provides for the incurrence of a new senior secured 5-year term loan A facility in an aggregate amount of \$880.0 million (“Term Loan”) and a new \$100.0 million senior secured revolving facility (“Revolving Credit Facility”). The proceeds of the Amended and Restated Credit Facility, together with cash on hand, were used to prepay the remaining outstanding principal of the existing Term Loan B Facility. On December 12, 2013 we entered into Amendment No. 1 to the Amended and Restated Credit Facility (the “New Amended and Restated Credit Facility”) that, among other things, extended the maturity dates of the Term Loan and Revolving Credit Facility to December 12, 2018 and modified the amortization schedule. See Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources” for additional information regarding Amendment No.1.

As of December 31, 2013, we had \$810.0 million of indebtedness under the New Amended and Restated Credit Facility, as amended (\$20.3 million in current maturities and \$789.7 million in long term debt), \$358.4 million of cash and cash equivalents and no short-term investments.

The New Amended and Restated Credit Facility is guaranteed on a senior secured basis by each of our direct and indirect wholly-owned domestic subsidiaries and secured by a valid and perfected first priority lien

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and security interest in substantially all of the shares of the capital stock of our present and future material domestic subsidiaries and up to 65% of the shares of capital stock of our foreign subsidiaries, substantially all of our and our material domestic subsidiaries' present and future property and assets and the proceeds thereof. In addition, the New Amended and Restated Credit Facility contains restrictive covenants that limit our ability and our existing and future subsidiaries' abilities to, among other things, incur liens; incur additional indebtedness; make investments; make acquisitions, merge, dissolve, liquidate, consolidate with or into another person; sell, transfer or dispose of assets; pay dividends or other distributions in respect of our capital stock; change the nature of our business; enter into any transactions with affiliates other than on an arm's length basis; and prepay, redeem or repurchase debt.

The New Amended and Restated Credit Facility also requires us and our subsidiaries to achieve specified financial and operating results and maintain compliance with the following financial ratios on a consolidated basis until the termination of the New Amended and Restated Credit Facility: (1) the maximum total leverage ratio (as defined in the New Amended and Restated Credit Facility) measured quarterly on a rolling four-quarter basis shall not exceed 3.25:1.00 and (2) the minimum interest coverage ratio (as defined in the New Amended and Restated Credit Facility) measured quarterly on a rolling four-quarter basis shall be at least 5.00:1.00.

In addition, our New Amended and Restated Credit Facility contains the following affirmative covenants, among others: periodic delivery of financial statements, budgets and officer's certificates; payment of other obligations; compliance with laws and regulations; payment of taxes and other material obligations; maintenance of property and insurance; performance of material leases; right of the lenders to inspect property, books and records; notices of defaults and other material events; and maintenance of books and records.

We may need to incur additional indebtedness in the future in the ordinary course of business. Our level of indebtedness could increase our vulnerability to general economic consequences; require us to dedicate a substantial portion of our cash flow and proceeds of any additional equity issuances to payments of our indebtedness; make it difficult for us to optimally capitalize and manage the cash flow for our business; limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate; place us at a competitive disadvantage to our competitors that have less debt; limit our ability to borrow money or sell stock to fund our working capital and capital expenditures; limit our ability to consummate acquisitions; and increase our interest expense.

Furthermore, we cannot assure you that we will maintain financing activities and cash flows sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. If we cannot refinance or otherwise pay our obligations as they mature and fund our liquidity needs, our business, financial condition, results of operations, cash flows, liquidity, ability to obtain financing and ability to compete in our industry could be materially adversely affected.

Increased costs of financing, a reduction in the availability of financing and fluctuations in interest rates could adversely affect our liquidity, operating expenses and results.

Adverse conditions in the domestic and global financial markets may increase our costs of financing and adversely affect our ability to refinance debt maturities, raise capital or fund other types of obligations. Any downgrades to our credit rating may likewise increase the cost and reduce the availability of financing.

Further, our indebtedness bears interest at fluctuating interest rates, primarily based on the London Interbank Offered Rate ("LIBOR") for deposits of U.S. dollars. LIBOR tends to fluctuate based on general economic conditions, general interest rates, Federal Reserve rates and the supply of and demand for credit in the London interbank market. We are not required to enter into interest rate swaps to hedge our debt under the New Amended and Restated Credit Facility and, while we may do so in the future, we have not currently hedged our interest rate exposure and, accordingly, our interest expense for any particular period for unhedged debt may fluctuate based on LIBOR and other variable interest rates. To the extent these interest rates increase, our interest

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expense will increase, in which event we may have difficulties making interest payments and funding our other fixed costs, and our available cash flow for general corporate requirements may be adversely affected. See also the discussion of interest rate risk in Part II, Item 7A. “Quantitative and Qualitative Disclosures About Market Risk.”

If we do enter into interest rate swap agreements, developing an effective strategy for movements in interest rates is complex, and no strategy can completely insulate us from risks associated with such fluctuations. In addition, the counterparty to a derivative instrument could default on its obligation thereby exposing us to credit risk. Further, we may have to repay certain costs, such as transaction fees or brokerage costs, if a derivative instrument is terminated by us. Finally, our interest rate risk management activities could expose us to substantial losses if interest rates move materially differently from our expectations. As a result, our interest rate hedging activities may not effectively manage our interest rate sensitivity or have the desired beneficial impact on our financial condition or results of operations.

We are dependent on key personnel in our professional staff for their expertise. If we fail to attract and retain the necessary qualified personnel, our business, financial condition or results of operations could be materially adversely affected.

The development, maintenance and support of our products is dependent upon the knowledge, experience and ability of our highly skilled, educated and trained employees. Accordingly, the success of our business depends to a significant extent upon the continued service of our executive officers and other key management, research, sales and marketing, operations, information technology and other technical personnel. Although we do not believe that we are overly dependent upon any individual employee our management and employees may terminate their employment at any time and the loss of any of our key employees could have a material adverse effect on our business, financial condition or results of operations. We believe our future success will also depend in large part upon our ability to attract and retain highly skilled managerial, research, sales and marketing, information technology, software engineering and other technical personnel. Competition for such personnel worldwide is intense, and there can be no assurance that we will be successful in attracting or retaining such personnel. If the equity incentive compensation plans that we currently have in place do not adequately compensate our key employees or are not competitive, we may lose key personnel. If we fail to attract and retain the necessary qualified personnel our products may suffer, which could have a material adverse effect on our business, financial condition or results of operations.

Our business relies heavily on electronic delivery systems, the Internet and our information technology platform, and any failures, disruptions or instability may materially adversely affect our ability to serve our clients.

We depend heavily on the capacity, reliability and security of our information technology platform, electronic delivery systems and its components, including our data centers, and the Internet. Heavy use of our electronic delivery systems and other factors such as loss of service from third parties, operational failures, sabotage, break-ins and similar disruptions from unauthorized tampering or hacking, human error, natural disasters, power loss or computer viruses could cause our systems to operate slowly or interrupt their availability for periods of time. We have experienced and may experience again in the future denial-of-service attacks. While we have been able to defend our systems against such attacks in the past, there is no assurance that we will be able to do so successfully in the future. Our ability to effectively use the Internet may also be impaired due to infrastructure failures, service outages at third-party Internet providers or increased government regulation. If disruptions, failures or slowdowns occur with respect to our electronic delivery systems, the Internet or our information technology platform, our reputation and our ability to distribute our products effectively and to serve our clients, including those clients for whom we provide managed services, may be materially and adversely affected. For example, during fiscal 2012 we migrated certain of our applications and infrastructure to new data centers. As a result of this migration, we experienced some unanticipated interruption and delay with respect to the performance and delivery of certain of our products. While such issues have not resulted in a material adverse effect on our business or results of

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operations, there is no assurance that they or future migrations will not have such effect in the future. As a result of such issues, we could be required to provide service credits, and experience cancellations and reduced demand for our products and services, resulting in decreased revenues. We may also incur increased operating expenses to protect ourselves from and defend against such disruptions and attacks, which may have a material adverse effect on our financial condition or results of operations.

Any perceived conflicts of interest resulting from providing products and services to institutional investors in addition to proxy voting recommendations, or providing products and services to corporations which are the subject of our proxy recommendations or other products and services could harm our reputation and business.

Institutional clients of our Governance business rely on ISS and certain of its affiliates to provide them with informed proxy vote recommendations, benchmark proxy voting guidelines and unbiased analyses of companies' environmental, social and governance attributes. The institutional clients of both our Performance and Risk and Governance businesses, particularly hedge funds and more active institutional investors, may have material economic and other interests in the corporations on which the Governance business provides proxy analyses and ratings. In some cases these institutional clients may be the subject of the Governance business' proxy analyses and ratings or pay us a significant amount of money for our Performance and Risk products and services and, accordingly, there may be a perception that we might advocate a particular position or provide research that supports a particular conclusion with respect to an institutional client or corporation in order to satisfy the unique economic or other interests of a particular institutional client. As a result, institutional clients, competitors and other market participants could raise questions about our ability to provide unbiased services, which could harm our reputation.

Through our ISS Corporate Services subsidiary, we provide products and services to corporate clients who use these services to learn about and improve their corporate governance practices. Accordingly, there is potential for a perceived conflict of interest between the services we provide to institutional clients and the services, including our Compensation Advisory Services, provided to clients of the ISS Corporate Services subsidiary. For example, when we provide corporate governance services to a corporate client and at the same time provide proxy vote recommendations to institutional clients regarding that corporation's proxy items, there may be a perception that the Governance business team providing research to our institutional clients may treat that corporation more favorably due to its use of services provided by ISS Corporate Services. We have implemented an information barrier and other procedures designed to prevent any potential conflict of interest from impacting the ability of our research team to provide unbiased analyses.

The conflict management safeguards that we have implemented may not be adequate to manage these perceived conflicts of interest, and clients, regulators or competitors may question the integrity of our services. For example, on June 5, 2013, the Capital Markets and Government Sponsored Enterprise Subcommittee of the Committee on Financial Services of the U.S. House of Representatives held a hearing entitled "Examining the Market Power and Impact of Proxy Advisory Firms." Additionally, the SEC hosted a round-table discussion on December 5, 2013 that examined the influence of proxy advisers, potential conflicts of interest, and the transparency and accuracy of their recommendations. While no formal recommendations were made at this meeting, the SEC continues to consider whether proxy advisory firms should be regulated. In the event that we fail to adequately manage perceived conflicts of interest, we could incur reputational damage or become subject to additional regulation, which could have a material adverse effect on our business, financial condition or results of operations.

Certain events could lead to interruptions in our operations, which may materially adversely affect our business, financial condition or results of operations.

Our operations depend on our ability to protect our equipment and the information stored in our databases against fires, floods, earthquakes and other natural disasters, as well as power losses, computer and telecommunications failures, technological breakdowns, unauthorized intrusions, terrorist attacks on sites where

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we or our clients are located, and other events. We also depend on accessible office facilities for our employees in order for our operations to function properly. There is no assurance that the business continuity plans that we have sufficiently cover or reduce the risk of interruption in our operations caused by these events.

Such events could also have a material adverse effect on our clients. For example, immediately after the terrorist attacks on September 11, 2001, our clients who were located in the World Trade Center area were concentrating on disaster recovery rather than licensing additional products. In addition, delivery of some of the data we receive from New York-based suppliers was delayed. The grounding of air transportation impaired our ability to conduct sales visits and other meetings at client sites. During the resulting temporary closure of the U.S. stock markets, some of the data updates supporting our products were interrupted. These types of interruptions could affect our ability to sell and deliver products and could have a material adverse effect on our business, financial condition or results of operations.

Although we currently estimate that the total cost of developing and implementing our business continuity plans will not have a material impact on our business, financial condition or results of operations, we cannot provide any assurance that our estimates regarding the timing and cost of implementing these plans will be accurate.

We are subject to unanticipated costs in connection with political, economic, legal, operational, franchise and other risks as a result of our international operations, which could adversely impact our businesses in many ways.

As we continue to expand our international operations, we increase our exposure to political, economic, legal, operational, franchise and other risks that are inherent in operating in many countries, including risks of possible capital controls, exchange controls and other restrictive governmental actions, as well as the outbreak of hostilities or political and governmental instability. In connection with the acquisitions of RiskMetrics and IPD, we acquired new offices in 10 non-U.S. locations. Since 2010, we have also opened offices in Santiago, Seoul, Taipei and Shanghai. We intend to further grow our presence in Mexico, the Middle East, Asia, Africa, Eastern Europe and South America. A significant number of our employees are located in offices outside of the United States and a number of those employees are located in emerging market locations. The cost of establishing and maintaining these offices, including costs related to information technology infrastructure, as well as the costs of attracting, training and retaining employees in these locations may be higher, or may increase at a faster rate, than we anticipate which could have a material adverse effect on our business, financial condition or results of operations.

Additionally, the laws and regulations in many countries applicable to our business are uncertain and evolving, and it may be difficult for us to determine the exact requirements of local laws in every market. Our inability to maintain consistent internal policies and procedures across our offices and remain in compliance with local laws in a particular market could have a significant and negative effect not only on our businesses in that market but also on our reputation generally.

In order to penetrate markets outside of the United States, we must provide a suite of products and services that fit the needs of the local market. For example, the continued success of IPD's products is dependent on understanding local real estate markets and maintaining relationships with local real estate industry bodies in the jurisdictions in which IPD operates. Demand for our products and services is still nascent in many parts of the world. Many countries have not fully developed laws and regulations regarding risk management and corporate governance and, in many cases, institutions in these countries have not developed widely accepted best practices regarding the same. If we do not appropriately tailor our products and services to fit the needs of the local market, we may be unable to effectively grow sales of our products and services outside of the United States. There can be no assurances that demand for our products and services will develop in these countries.

We may be exposed to liabilities under applicable anti-corruption laws and any determination that we violated these laws could have a material adverse effect on our business.

We are subject to various anti-corruption laws that prohibit improper payments or offers of payments to foreign governments and their officials for the purpose of obtaining or retaining business. We have business in countries and regions which are less developed and are generally recognized as potentially more corrupt business environments. Our activities in these countries create the risk of unauthorized payments or offers of payments by one of our employees or agents that could be in violation of various anti-corruption laws including the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). We have implemented safeguards and policies to discourage these practices by our employees and agents. However, our existing safeguards and any future improvements may prove to be less than effective and our employees or agents may engage in conduct for which we might be held responsible. If employees violate our policies or we fail to maintain adequate record-keeping and internal accounting practices to accurately record our transactions we may be subject to regulatory sanctions. Violations of the FCPA or other anti-corruption laws may result in severe criminal or civil sanctions and penalties, and we may be subject to other liabilities which could have a material adverse effect on our business, results of operations and financial condition.

We may have exposure to additional tax liabilities.

As a global corporation, we are subject to income taxes as well as non-income taxes, in the United States and various foreign jurisdictions. Significant judgment is required in determining our global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. We are regularly under audit by tax authorities. From time to time, we also implement changes to our global corporate structure. Changes in domestic and international tax laws could negatively impact our overall effective tax rate. Such changes include, but are not limited to, proposed legislation to reform U.S. taxation of international business activities.

Although we believe that our tax provisions are reasonable, we cannot assure you that the final determination of tax audits or tax disputes will not be different from what is reflected in our historical income tax provisions and accruals. To the extent we are required to pay amounts in excess of our reserves, such differences could have a material adverse effect on our statement of income for a particular future period. In addition, an unfavorable tax settlement could require use of our cash and result in an increase in our effective tax rate in the period in which such resolution occurs.

We are also subject to non-income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in the United States and various foreign jurisdictions. We are regularly under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities.

Changes in the legislative, regulatory and corporate environments in which ISS's clients operate may adversely impact our financial results.

ISS's historical growth has been due, in part, to increased regulatory requirements, highly visible corporate scandals, increased shareholder activism and corporate chief executive officers and boards of directors that are increasingly concerned about, and responsive to, shareholder concerns. To the extent that any of these trends change, the demand for ISS's products and services could be reduced, and this could have a material adverse effect on our business, financial condition or results of operation. To the extent these regulations change or are not extended to other markets, our business, financial condition and results of operation could be materially adversely affected.

Our investments in recorded goodwill and other intangible assets as a result of acquisitions, including goodwill and other intangible assets resulting from our acquisitions, could be impaired as a result of future business conditions, requiring us to record substantial write-downs that would reduce our operating income.

We have goodwill and intangible assets of \$2,394.5 million recorded on our balance sheet as of December 31, 2013. We evaluate the recoverability of recorded goodwill amounts and intangible assets annually, or when evidence of potential impairment exists. The annual impairment test is based on several factors requiring management's judgment. Changes in fair market valuations and our operating performance or business conditions, in general, could result in future impairments of goodwill which could be material to our results of operations. In addition, if we are not successful in achieving anticipated operating efficiencies associated with acquisitions, our goodwill and intangible assets may become impaired. On October 31, 2013, we announced that we had engaged Morgan Stanley to explore strategic alternatives for the Governance business, including the potential divestiture or other separation of the entire business. There can be no assurance that the process of exploring these strategic alternatives will result in a transaction or that any transaction will ultimately be consummated. In addition, an adverse outcome from the pursuit of the strategic alternatives could lead to potential future impairment charges. See Note 9, "Goodwill and Intangible Assets," of the Notes to the Consolidated Financial Statements included herein.

The obligations associated with being a public company require significant resources and management attention.

As a public company, we are subject to the rules and regulations promulgated by the SEC and the New York Stock Exchange. For example, the Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial conditions and the Sarbanes Oxley Act of 2002 (the "Sarbanes-Oxley Act") requires, among other things, that we establish and maintain effective internal controls and procedures for financial reporting. Our efforts to comply with these rules and regulations have resulted in, and are likely to continue to result in, an increase in expenses and a diversion of management's time from other business activities. See "*Changes in government regulations could materially adversely affect our business, financial condition or results of operations*" above.

In connection with our IPO and separation from Morgan Stanley, we entered into agreements with Morgan Stanley where we agreed to indemnify Morgan Stanley for, among other things, certain past, present and future liabilities related to our business.

Pursuant to certain agreements we entered into with Morgan Stanley relating to the provision of services and other matters, we agreed to indemnify Morgan Stanley for, among other matters, certain past, present and future liabilities related to our business. Such liabilities include certain unknown liabilities, which could be significant.

Risks Related to Ownership of Our Common Stock

The market price of our common stock may be volatile, which could result in substantial losses.

For example, some of the factors that may cause the market price of our common stock to fluctuate include:

- fluctuations in our quarterly financial results or the quarterly financial results of companies perceived to be similar to us;
- changes in operating margins due to variability in revenues from licensing our equity indexes as the basis of ETFs;
- loss of key clients (See "*Our clients that pay us a fee based on the assets of an investment product may seek to negotiate a lower asset-based fee percentage or may cease using our indexes, which could limit the growth of or decrease our revenues from asset-based fees*" above);

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- changes in estimates of our financial results or recommendations by securities analysts;
- failure of any of our products to achieve or maintain market acceptance;
- failure to produce or distribute our products;
- changes in market valuations of similar companies;
- success of competitive products;
- changes in our capital structure, such as future issuances of securities or the incurrence of additional debt;
- announcements by us or our competitors of significant products, contracts, acquisitions or strategic alliances;
- litigation involving our company, our general industry or both;
- changes in or departures of key personnel;
- investors' general perception of us, including any perception of misuse of sensitive information;
- changes in general economic, industry and market conditions in one or more significant regions around the world; and
- changes in regulatory developments in the U.S., foreign countries or both and changes in other dynamics.

In addition, if the market for stocks in our industry, or the stock market in general, experiences a loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, financial condition or results of operations. If any of the foregoing occurs, it could cause our stock price to fall and may expose us to lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management.

Future sales of our common stock, or the perception that such sales may occur, could depress our common stock price.

Sales of a substantial number of shares of our common stock, or the perception that such sales may occur, could depress the market price of our common stock. This would include sales of our common stock underlying restricted shares of common stock and options to purchase shares of common stock granted in connection with our IPO and pursuant to our equity incentive compensation plans.

As of December 31, 2013, 118,083,111 shares of our common stock were outstanding and freely tradable without restriction or further registration under the Securities Act of 1933, as amended, by persons other than our affiliates within the meaning of Rule 144 under the Securities Act.

In November 2007, we filed a registration statement registering under the Securities Act the 12,500,000 shares of common stock reserved for issuance in respect of incentive awards to our officers and certain of our employees pursuant to the MSCI Amended and Restated 2007 Equity Incentive Compensation Plan and the 500,000 shares of common stock reserved for issuance in respect of equity awards made to our directors who are not employees of the Company or Morgan Stanley pursuant to the MSCI Independent Directors' Equity Compensation Plan. As of December 31, 2013, we had issued 5,666,537 and 133,309 shares of common stock under the MSCI Amended and Restated 2007 Equity Incentive Compensation Plan and MSCI Independent Directors' Equity Compensation Plan, respectively. In connection with the acquisition of RiskMetrics, we filed a registration statement registering under the Securities Act the 4,257,779 shares of MSCI common stock reserved for issuance in respect of incentive awards to officers and certain employees of RiskMetrics pursuant to the RiskMetrics Group, Inc. 2000 Stock Option Plan, RiskMetrics Group, Inc. 2004 Stock Option Plan, Institutional Shareholder Services Holdings, Inc. Equity Incentive

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Plan and RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan (collectively, the “RMG Plans”). As of December 31, 2013, we had issued 3,323,035 shares of common stock under the RMG Plans. In June 2010, we also filed a registration statement assuming 3,060,090 shares available under the RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan. As of December 31, 2013, we had issued 1,754,690 shares of common stock under this Plan, which terminated on June 30, 2012. See Note 11, “Share Based Compensation —*Deferred Stock Awards* and —*Stock Option Awards*” of the Notes to the Consolidated Financial Statements included herein.

Also in the future, we may issue additional shares of our common stock in connection with investments and acquisitions. The amount of our common stock issued in connection with an investment or acquisition could constitute a material portion of the outstanding common stock.

Provisions in our Third Amended and Restated Certificate of Incorporation and Amended and Restated By-laws and Delaware law might discourage, delay or prevent a change of control of our company or changes in our management and, therefore, depress the trading price of our common stock.

Provisions of our Third Amended and Restated Certificate of Incorporation and Amended and Restated By-laws and Delaware law may discourage, delay or prevent a merger, acquisition or other change in control that shareholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares of our common stock. These provisions may also prevent or frustrate attempts by our shareholders to replace or remove our management. These provisions include:

- limitations on the removal of directors;
- advance notice requirements for shareholder proposals and director nominations;
- the inability of shareholders, after a change in control, to act by written consent or to call special meetings;
- the ability of our Board of Directors to make, alter or repeal our By-laws; and
- the ability of our Board of Directors to designate the terms of and issue new series of preferred stock without shareholder approval.

Generally, the amendment of our Third Amended and Restated Certificate of Incorporation requires approval by our Board of Directors and a majority vote of shareholders. Any amendment to our By-laws requires the approval of either a majority of our Board of Directors or holders of at least 80% of the votes entitled to be cast by the outstanding capital stock in the election of our Board of Directors.

Section 203 of the General Corporation Law of the State of Delaware prohibits a person who acquires more than 15% but less than 85% of all classes of our outstanding voting stock without the approval of our Board of Directors from merging or combining with us for a period of three years, unless the merger or combination is approved by a two-thirds vote of the shares not owned by such person. These provisions would apply even if the proposed merger or acquisition could be considered beneficial by some shareholders.

The existence of the foregoing provisions and anti-takeover measures could limit the price that investors might be willing to pay in the future for shares of our common stock. They could also deter potential acquirers of the Company, thereby reducing the likelihood that a premium would be paid for your common stock in an acquisition.

Item 1B. *Unresolved Staff Comments*

Nothing required to be disclosed.

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Item 2. Properties

Our corporate headquarters is located in New York, New York. This is also our largest sales office and one of our main research centers. As of December 31, 2013, our principal offices consisted of the following leased properties:

<u>Location</u>	<u>Square Feet</u>	<u>Number of Offices</u>	<u>Expiration Date</u>
Mumbai, India	182,081	2	December 7, 2017 and September 30, 2018
New York, New York	125,811	1	February 28, 2033
Rockville, Maryland	51,090	1	December 31, 2023
London, England	40,935	1	February 28, 2022
Berkeley, California	34,178	1	February 29, 2020
Manila, Philippines	29,960	1	March 31, 2019
Monterrey, Mexico	28,933	1	December 31, 2020
Budapest, Hungary	25,467	1	February 28, 2014
Norman, Oklahoma	23,664	1	May 31, 2014
Conshohocken, Pennsylvania	15,590	1	June 30, 2019
Boston, Massachusetts	13,506	1	November 30, 2021
Geneva, Switzerland	11,883	1	March 31, 2019
Brussels, Belgium	11,180	1	June 30, 2014
Beijing, China	10,757	1	December 31, 2016

As of December 31, 2013, we also leased and occupied sales and client support offices in the following locations: Hong Kong, China; Chicago, Illinois; Tokyo, Japan; Frankfurt, Germany; Paris, France; San Francisco, California; Sydney, Australia; Ann Arbor, Michigan; Toronto, Canada; Shanghai, China; Singapore; Almere, Netherlands; Cape Town, South Africa; Milan, Italy; Stockholm, Sweden; Sao Paulo, Brazil; Seoul, Korea; Dubai, United Arab Emirates; and Taipei, Taiwan.

The majority of our properties are used in support of both our Performance and Risk and our Governance operating segments. We believe that our properties are in good operating condition and adequately serve our current business operations. We also anticipate that suitable additional or alternative space, including those under lease options, will be available at commercially reasonable terms for future expansion.

Item 3. Legal Proceedings

Various lawsuits, claims and proceedings have been or may be instituted or asserted against the Company in the ordinary course of business. While the amounts claimed could be substantial, the ultimate liability cannot now be determined because of the considerable uncertainties that exist. Therefore, it is possible that MSCI's business, operating results, financial condition or cash flows in a particular period could be materially affected by certain contingencies. However, based on facts currently available, management believes that the disposition of matters that are currently pending or asserted will not, individually or in the aggregate, have a material effect on MSCI's business, operating results, financial condition or cash flows.

Item 4. Mine Safety Disclosures

Not applicable.

PART II**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Stock Price and Dividends**

Our common stock has traded on the New York Stock Exchange since November 15, 2007 and trades under the symbol "MSCI." As of February 21, 2014, there were 153 shareholders of record of our common stock. The following table sets forth the high and low closing sales prices per share of our common stock from January 1, 2012 through December 31, 2013.

<u>Years Ended</u>	<u>High</u>	<u>Low</u>
December 31, 2013		
First Quarter	\$ 34.67	\$ 31.79
Second Quarter	35.73	32.34
Third Quarter	41.01	33.72
Fourth Quarter	44.71	38.31
December 31, 2012		
First Quarter	\$ 37.81	\$ 31.89
Second Quarter	37.74	31.60
Third Quarter	36.73	32.23
Fourth Quarter	35.82	25.59

On February 21, 2014, the closing price of our common stock on the New York Stock Exchange was \$44.53.

Dividend Policy

We currently do not pay any dividends and retain all available funds for use in the operation and expansion of our business, including growth through acquisitions, the repayment of our debt and the repurchases of our common stock. The payment of any future dividends will be determined by the Board of Directors in light of conditions then existing, including our earnings, financial condition and capital requirements, business conditions, corporate law requirements and other factors. In addition, our New Amended and Restated Credit Facility contains restrictions on the payment of dividends. See Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

The Transfer Agent and Registrar for our common stock is Broadridge Corporate Issuer Solutions, Inc.

Equity Compensation Plans

On November 2, 2007 and November 5, 2007, our shareholders and Board of Directors approved, respectively, the implementation of the MSCI Independent Directors' Equity Compensation Plan (as amended and restated on January 12, 2011, the "IDECP"). Under the IDECP, the directors that are not employees of the Company receive annual Board retainer fees and fees for serving on the Company's committees, if applicable, and pursuant to the terms of the IDECP, a director may make an election to receive all or any portion of such director's retainer and committee fees in shares of our common stock. Directors who are not employees of the Company are entitled to receive an annual grant of \$90,000 each in stock units and the lead director is entitled to an additional \$25,000 in stock units, which are subject to a vesting schedule. The total number of shares authorized to be awarded under the plan is 500,000.

On November 2, 2007 and November 5, 2007, our shareholders and Board of Directors approved, respectively, the implementation of the MSCI 2007 Equity Incentive Compensation Plan. On April 8, 2008, our shareholders approved the MSCI Amended and Restated 2007 Equity Incentive Compensation Plan (as further

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amended, the “MSCI EICP”). The MSCI EICP permits the Compensation Committee to make grants of a variety of equity based awards (such as stock, restricted stock, stock units and options) totaling up to 12.5 million shares to eligible recipients, including employees and consultants. No awards under this plan are permitted after November 2, 2017.

In connection with the acquisition of RiskMetrics, we filed a registration statement registering under the Securities Act the 4,257,779 shares of MSCI common stock reserved for issuance in respect of incentive awards to officers and certain employees of RiskMetrics pursuant to the RiskMetrics Group, Inc. 2000 Stock Option Plan, RiskMetrics Group, Inc. 2004 Stock Option Plan, Institutional Shareholder Services Holdings, Inc. Equity Incentive Plan and RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan (collectively, the “RMG Plans”). In June 2010, we also filed a registration statement assuming 3,060,090 shares available under the RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan which terminated on June 30, 2012. As of December 31, 2013, there were no securities to be issued upon the vesting or exercise of equity awards granted under the Institutional Shareholder Services Holdings, Inc. Equity Incentive Plan.

The following table sets forth certain information with respect to our equity compensation plans at December 31, 2013:

	Number of Securities to be Issued Upon Vesting of Restricted Stock Units and Exercise of Outstanding Options a	Weighted Average Unit Award Value of Restricted Stock Units and Weighted-Average Exercise Price of Outstanding Options b	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (excluding securities reflected in column (a)) c
<i>Equity Compensation Plans Approved by Security Holders</i>			
MSCI Independent Directors’ Equity Compensation Plan ⁽¹⁾	25,626	\$ 34.02	346,177
MSCI Amended and Restated 2007 Equity Incentive Compensation Plan	2,423,781	\$ 28.09	6,312,464
RiskMetrics Group, Inc. 2000 Stock Option Plan	12,705	\$ 3.31	—
RiskMetrics Group, Inc. 2004 Stock Option Plan	222,067	\$ 15.57	—
RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan	545,612	\$ 23.84	—
Total	3,229,791	\$ 26.46	6,658,641

⁽¹⁾ The MSCI Independent Directors’ Equity Compensation Plan does not authorize the issuance of options to purchase MSCI common stock.

Stock Repurchases

On December 13, 2012, the Board of Directors approved a stock repurchase program authorizing the purchase of up to \$300.0 million worth of shares of MSCI’s common stock beginning immediately and continuing through December 31, 2014 (the “2012 Repurchase Program”).

On December 13, 2012, as part of the 2012 Repurchase Program, we entered into an accelerated share repurchase (“ASR”) agreement with a financial institution to initiate a repurchase aggregating \$100.0 million (the “December 2012 ASR Program”). As a result of the December 2012 ASR Program, we received 2.2 million shares on December 14, 2012 and 0.8 million shares on July 31, 2013 for a combined average purchase price of \$33.47 per share.

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On August 1, 2013, we entered into a second ASR agreement to initiate share repurchases aggregating \$100.0 million (the “August 2013 ASR Program”). As a result of the August 2013 ASR Program, we received 1.9 million shares on August 2, 2013 and 0.5 million shares on December 30, 2013 for a combined average purchase price of \$41.06 per share.

On February 4, 2014, the Board of Directors approved a stock repurchase program authorizing the purchase of up to \$300.0 million worth of shares of MSCI’s common stock which will be available from time to time at management’s discretion (the “2014 Repurchase Program”).

On February 6, 2014, as part of the 2012 Repurchase Program, we entered into a new ASR agreement to initiate share repurchases aggregating \$100.0 million (the “February 2014 ASR Program”). The February 2014 ASR Program is structured as a capped ASR in which, on February 7, 2014, we paid \$100.0 million and received 1.7 million shares, representing the minimum number of common shares to be repurchased based on a calculation using a specific capped price per share. This price is capped such that only under limited circumstances may we be required to deliver shares or pay cash at settlement. We anticipate that all repurchases under the February 2014 ASR Program will be completed no later than the final repurchase date in May 2014, although settlement may be accelerated under certain circumstances. Additionally, depending on the average share price through the completion date in May 2014, we may receive additional shares under the February 2014 ASR Program.

The 2014 Repurchase Program, except for the ASR agreement, may be modified, suspended or terminated by the Company in its discretion at any time without prior notice.

The following table provides information with respect to purchases made by or on behalf of the Company of its common stock during the quarter ended December 31, 2013. There were no other share repurchases during the quarter outside of the repurchases noted below.

Issuer Purchases of Equity Securities

<u>Period</u>	<u>Total Number of Shares Purchased ⁽¹⁾</u>	<u>Average Price Paid Per Share</u>	<u>Total Number of Shares Purchased As Part of Publicly Announced Plans or Programs</u>	<u>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ⁽²⁾</u>
Month #1 (October 1, 2013-October 31, 2013)	1,513	\$ 41.37	—	\$100,000,000
Month #2 (November 1, 2013-November 30, 2013)	2,770	\$ 42.88	—	\$100,000,000
Month #3 (December 1, 2013-December 31, 2013)	566,295	\$ 41.26	518,524	\$100,000,000
Total	<u>570,578</u>	<u>\$ 41.27</u>	<u>518,524</u>	<u>\$100,000,000</u>

⁽¹⁾ Includes (i) shares withheld to satisfy tax withholding obligations on behalf of employees that occur upon vesting and delivery of outstanding shares underlying restricted stock units and (ii) shares repurchased pursuant to the 2012 Share Repurchase Program. The value of the shares withheld were determined using the fair market value of the Company’s common stock on the date of withholding, using a valuation methodology established by the Company.

⁽²⁾ See Note 6, “Commitments And Contingencies” of the Notes to the Consolidated Financial Statements included herein for further information regarding our stock repurchase program.

Recent Sales of Unregistered Securities.

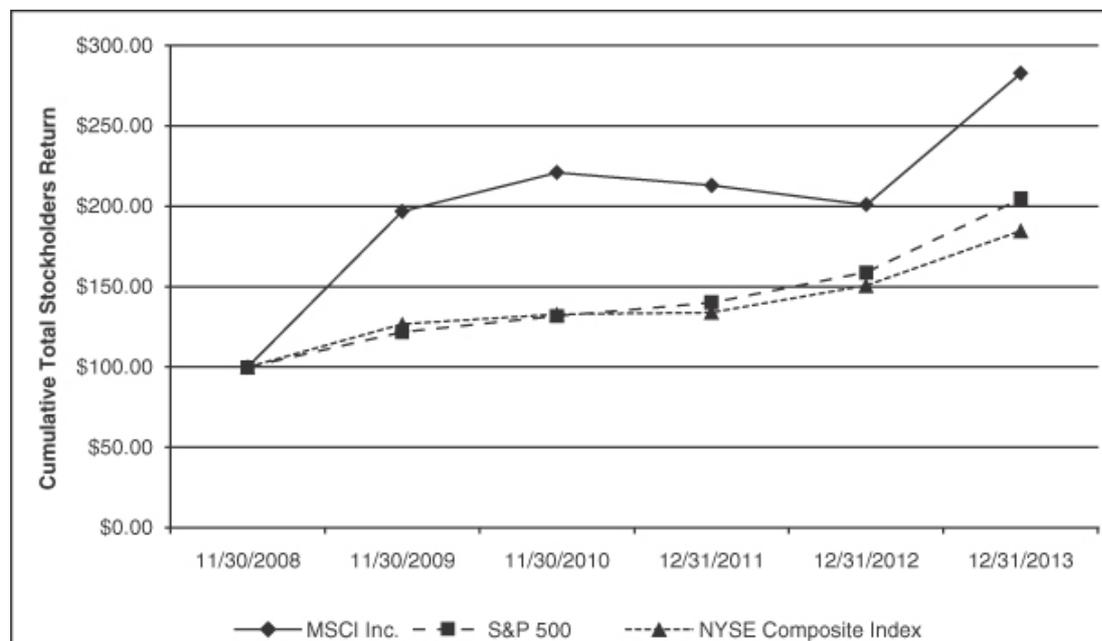
None.

Use of Proceeds from Sale of Registered Securities

None.

FIVE-YEAR STOCK PERFORMANCE GRAPH

The following graph compares the cumulative total shareholders' return on our common stock, the Standard & Poor's 500 Stock Index and the NYSE Composite Index since November 30, 2008 assuming an investment of \$100 at the closing price on November 30, 2008. In calculating total annual shareholders' return, reinvestment of dividends, if any, is assumed. The indexes are included for comparative purposes only. They do not necessarily reflect management's opinion that such indexes are an appropriate measure of the relative performance of the common stock. This graph is not "soliciting material," is not deemed filed with the SEC and is not to be incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Exchange Act, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.



Total Investment Value

	For the Years Ended				
	December 31, 2013	December 31, 2012	December 31, 2011	November 30, 2010	November 30, 2009
MSCI Inc.	\$ 283	\$ 201	\$ 213	\$ 221	\$ 197
S&P 500	\$ 205	\$ 159	\$ 140	\$ 132	\$ 122
NYSE Composite Index	\$ 185	\$ 151	\$ 134	\$ 133	\$ 127

Item 6. Selected Consolidated Financial Data

Our selected consolidated financial data for the periods presented should be read in conjunction with Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto beginning on page F-1 of this Annual Report on Form 10-K.

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The selected Consolidated Statement of Income data for the years ended December 31, 2013, 2012 and 2011 and the selected Consolidated Financial Condition data as of December 31, 2013 and 2012 are derived from our audited consolidated financial statements beginning on page F-1 of this Annual Report on Form 10-K. Our consolidated financial statements for the years ended December 31, 2013, 2012 and 2011 have been audited and reported upon by an independent registered public accounting firm. The selected Consolidated Statement of Income data for the years ended November 30, 2010 and 2009 and the selected Consolidated Statement of Financial Condition data as of December 31, 2010 and November 30, 2010, and 2009 are derived from our audited consolidated financial statements not included in this Annual Report on Form 10-K.

The selected financial information presented below may not be indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we operated as a stand-alone company during the periods presented prior to our separation from Morgan Stanley on May 22, 2009.

	As of or for the					One Month Ended December 31, 2010
	December 31, 2013 ⁽¹⁾	December 31, 2012 ⁽²⁾	Years Ended December 31, 2011	November 30, 2010 ⁽³⁾	November 30, 2009	
	(in thousands, except operating margin and per share data)					
Operating revenues	\$1,035,667	\$ 950,141	\$ 900,941	\$ 662,901	\$ 442,948	\$ 72,524
Total operating expenses	664,161	603,205	578,943	456,778	291,956	45,855
Operating income	371,506	346,936	321,998	206,123	150,992	26,669
Other expense (income), net	25,885	57,527	58,585	52,632	19,271	6,113
Provision for income taxes	123,064	105,171	89,959	61,321	49,920	6,732
Net income	\$ 222,557	\$ 184,238	\$ 173,454	\$ 92,170	\$ 81,801	\$ 13,824
Operating margin	35.9%	36.5%	35.7 %	31.1%	34.1%	36.8%
Earnings per basic common share	\$ 1.85	\$ 1.50	\$ 1.43	\$ 0.82	\$ 0.80	\$ 0.11
Earnings per diluted common share	\$ 1.83	\$ 1.48	\$ 1.41	\$ 0.81	\$ 0.80	\$ 0.11
Weighted average shares outstanding used in computing earnings per share						
Basic	120,100	122,023	120,717	112,074	100,607	119,943
Diluted	121,074	123,204	122,276	113,357	100,860	121,803
Cash and cash equivalents	\$ 358,434	\$ 183,309	\$ 252,211	\$ 226,575	\$ 176,024	\$ 269,423
Short-term investments	\$ —	\$ 70,898	\$ 140,490	\$ 73,891	\$ 295,304	\$ 72,817
Accounts receivable (net of allowances)	\$ 169,490	\$ 153,557	\$ 180,566	\$ 147,662	\$ 77,180	\$ 137,988
Goodwill and intangible assets, net of accumulated amortization	\$2,394,528	\$2,424,484	\$2,353,466	\$2,422,921	\$ 561,812	\$2,417,357
Total assets	\$3,134,537	\$3,019,639	\$3,092,996	\$3,023,166	\$1,200,269	\$3,057,481
Deferred revenue	\$ 319,735	\$ 308,022	\$ 289,217	\$ 271,300	\$ 152,944	\$ 268,807
Current maturities of long-term debt	\$ 19,772	\$ 43,093	\$ 10,339	\$ 54,916	\$ 42,088	\$ 54,932
Long-term debt, net of current maturities	\$ 788,010	\$ 811,623	\$1,066,548	\$1,207,881	\$ 337,622	\$1,207,966
Total shareholders' equity	\$1,576,364	\$1,425,231	\$1,305,432	\$1,080,117	\$ 507,056	\$1,102,170

⁽¹⁾ Includes the results of InvestorForce from the January 29, 2013 acquisition date.

⁽²⁾ Includes the results of IPD from the November 30, 2012 acquisition date.

⁽³⁾ Includes the results of RiskMetrics and Measurisk from the June 1, 2010 and July 30, 2010 acquisition dates, respectively.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial condition and results of our operations should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Such risk and uncertainties include, but are not limited to, those identified below and those discussed in Part I, Item 1A. "Risk Factors," within this Annual Report on Form 10-K.

Overview

We are a leading global provider of investment decision support tools, including indexes, portfolio risk and performance analytics and corporate governance products and services. Our products and services address multiple markets, asset classes and geographies and are sold to a diverse client base, including asset owners such as pension funds, endowments, foundations, central banks, family offices and insurance companies; institutional and retail asset managers, such as managers of pension assets, mutual funds, exchange traded funds ("ETFs"), real estate, hedge funds and private wealth; financial intermediaries such as banks, broker-dealers, exchanges, custodians and investment consultants; and corporate clients. As of December 31, 2013, we had offices in 34 cities in 22 countries to help serve our diverse client base, with 52.6% of our revenue from clients in the Americas, 35.5% in Europe, the Middle East and Africa ("EMEA") and 11.9% in Asia and Australia, based on revenues for the year ended December 31, 2013.

Our principal sales model in both of our business segments is to license annual, recurring subscriptions to our products and services for use at specified locations, often by a given number of users or for a certain volume of services, for an annual fee paid up-front. Additionally, our recurring subscriptions are increasingly related to our managed services offering whereby we oversee the production of risk and performance reports on behalf of our clients. Fees attributable to annual, recurring subscriptions are recorded as deferred revenues on our Consolidated Statement of Financial Condition and are recognized on our Consolidated Statement of Income as the service is rendered. Additionally, a portion of our revenues come from clients who use our indexes as the basis for index-linked investment products such as ETFs or as the basis for passively managed funds and separate accounts. These clients commonly pay us a license fee for the use of our intellectual property based on the investment product's assets. We generate a limited amount of our revenues from certain exchanges that use our indexes as the basis for futures and options contracts and pay us a license fee for the use of our intellectual property based on their volume of trades. We generate revenues from subscription agreements for the receipt of periodic benchmarks reports, digests, and other publications, which are most often associated with our products offered by IPD Group Limited ("IPD"), that are recognized upon delivery of such reports or data updates. We also receive revenues from one-time fees related to implementation, historical or customized reports, advisory and consulting services, overages relating to proxy research and voting services, licenses of historical data sales, fees relating to recovery of securities class action settlements and from certain products and services that are designed for one-time usage.

In evaluating our financial performance, we focus on revenue growth for the Company in total and by product category as well as operating profit growth. In addition, we focus on operating metrics, including Run Rates and retention rates, to manage the business. Our business is not highly capital intensive and, as such, we expect to continue to convert a high percentage of our operating profits into excess cash in the future. Our revenue growth strategy includes: (a) expanding and deepening our relationships with investment institutions worldwide; (b) developing new and enhancing existing product offerings, including combining existing product features or data derived from our products to create new products; and (c) actively seeking to acquire products, technologies and companies that will enhance, complement or expand our client base and our product offerings.

To maintain and accelerate our revenue and operating income growth, we expect to continue to invest in and expand our operating functions and infrastructure, including additional product management, sales and client support staff and facilities in locations around the world and additional staff and supporting technology for our

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research and our data operations and technology functions. At the same time, managing and controlling our operating expenses is very important to us and a distinct part of our culture.

The goal of these investments is to maximize our medium-term revenue and operating income growth, while at the same time ensuring that MSCI will remain a leading provider of investment decision support tools well into the future. As a result, the rate of growth of our investments may from time to time exceed that of our revenues, which would slow the growth of, or even reduce, our operating profit. For example, for the year ended December 31, 2013, our revenues grew by 9.0% but our operating income only grew by 7.1% compared to the year ended December 31, 2012 due, in part, to increased investment in the business. We anticipate that our increases in spending in areas such as sales, client service, information technology and product development in the year ending December 31, 2014 will continue to exceed the rate of growth of our revenues and will again slow the growth of our operating profit. However, we believe these investments will result in higher revenue and operating profit growth over the medium-term.

Operating Segments

We operate as two segments: the Performance and Risk business and the Governance business. See Note 14, “Segment Information” of the Notes to the Consolidated Financial Statements included herein for further information about MSCI’s operating segments.

Our Performance and Risk business is a leading global provider of investment decision support tools, including equity indexes, real estate indexes and benchmarks, portfolio risk and performance analytics, credit analytics and environmental, social and governance (“ESG”) products. Our Performance and Risk products are used in many areas of the investment process, including portfolio construction and rebalancing, performance benchmarking and attribution, risk management, regulatory and client reporting, index-linked investment product creation, asset allocation, the assessment of corporate management of ESG risks and opportunities, investment manager selection and investment research. The flagship products within our Performance and Risk business are our global equity indexes and ESG products marketed under the MSCI and MSCI ESG Research brands, our real estate indexes and analytics marketed under the IPD brand, our market and credit risk analytics marketed under the RiskMetrics and Barra brands, our performance reporting products and services offered to the investment consultant community marketed under the InvestorForce brand, our portfolio risk and performance analytics marketed under the Barra brand and our valuation models and risk management software for the energy and commodities markets marketed under the FEA brand.

Our Governance business is a leading provider of corporate governance products and services to institutional investors and corporations around the world. Among other things, the Governance business facilitates the voting of proxies by institutional investors and provides in-depth research and analysis to help inform voting decisions and identify issuer-specific risk. The Governance business offers both global equity security coverage and fully integrated products and services, including proxy voting; policy creation, application and management; research; vote recommendations; vote execution; post-vote disclosure and reporting; and data and analytical tools. It also provides securities class action monitoring and claims filing services to aid institutional investors in the recovery of funds from securities class action settlements. Within a firewall designed to separate it from the rest of the Governance business, ISS Corporate Services also provides products and services to corporate clients who may use those products and services to learn about and improve their governance and executive compensation practices. The flagship products within our Governance business are our governance research, our outsourced proxy voting and reporting services and our executive compensation analytics tools marketed under the ISS brand. On March 31, 2013, we sold our CFRA product line, which offered clients specialized financial research and analysis services.

On October 31, 2013, we announced that we had engaged Morgan Stanley to explore strategic alternatives for the Governance business, including the potential divestiture or other separation of the entire business. There can be no assurance that the process of exploring these strategic alternatives will result in a transaction or that any transaction will ultimately be consummated. In addition, an adverse outcome from the pursuit of the strategic alternatives could lead to potential future impairment charges.

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The Performance and Risk business is comprised of index and ESG, risk management analytics, portfolio management analytics and energy and commodity analytics products. The Governance business is comprised of the governance products.

Revenues and expenses directly associated with each respective segment are included in determining its operating results. Other expenses that are not directly attributable to a particular segment are allocated based upon allocation methodologies, including time estimates, headcount, net revenues and other relevant usage measures.

Key Financial Metrics and Drivers

Revenues

Our revenues are grouped into the following five product and/or service categories:

Index and ESG

This category includes subscription fees from MSCI equity index data and IPD and ESG research and analytics products, fees based on assets in investment products linked to our equity indexes, fees from non-recurring licenses of our equity index historical data and fees from real estate and custom indexes. We also generate a limited amount of revenues based on the trading volume of futures and options contracts linked to our indexes.

Clients typically subscribe to equity index data modules for use by a specified number of users at a particular location. Clients may select delivery from us or delivery via a third-party vendor. We are able to grow our revenues for data subscriptions by expanding the number of client users and their locations and the number of third-party vendors the client uses for delivery of our data modules. The increasing scope and complexity of a client's data requirements beyond standard data modules, such as requests for historical data or customized indexes, also provide opportunities for further revenue growth from an existing client. Clients who utilize our ESG research and analytics products and services pay an annual subscription fee and access these products and services via a web-based application, data feed or third-party vendor.

Revenues from our index-linked investment product licenses, such as ETFs, increase or decrease as a result of changes in value of the assets in the investment products. These changes in the value of the assets in the investment products can result from equity market price changes, investment inflows and outflows and changes in foreign currency exchange rates. In most cases, fees for these licenses are paid quarterly in arrears and are calculated by multiplying a negotiated basis point fee (which in some cases may be based on a product provider's total expense ratio) times the average daily assets in the investment product for the most recent period.

Risk Management Analytics Products

This category includes revenues from annual, recurring subscriptions to our risk management analytics products including our two major products, RiskManager and BarraOne. We have increasing recurring subscriptions to our managed services offering in which our staff oversee the production of risk and performance reports on behalf of our clients. Other products in this category include HedgePlatform, InterSight, DataMetrics, Wealthbench, Credit Manager and InvestorForce. The products offer a consistent risk assessment framework for managing and monitoring investments in a variety of asset classes across an organization. We are able to grow our revenues by licensing additional users and locations as well as selling additional products and services.

RiskManager is used by clients for daily analyzing, measuring and monitoring of market risk at fund and firm level, for sensitivity and stress testing, and interactive what-if analysis. RiskManager is a highly scalable platform accessed by clients via a license to a secure, interactive web-based application service, as a fully outsourced risk reporting service or as a web service in which a client's systems access RiskMetrics core risk elements by connecting directly to our systems.

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BarraOne, powered by the Barra Integrated Model, provides clients with global, multi-asset class risk analysis using Barra fundamental factors. The product is accessed by clients via a secure, interactive web-based session, web services or on an outsourced basis.

Clients generally subscribe to the other products in this category on an annual recurring basis.

Portfolio Management Analytics

This category includes revenues from annual, recurring subscriptions to Barra Aegis and our proprietary risk data in Barra Aegis and Barra Portfolio Manager; Equity Models Direct products; and our proprietary equity risk data incorporated in third-party software application offerings (e.g., Barra on Vendors). This category also includes revenues from annual, recurring subscriptions to our fixed income portfolio analytics products.

Barra Aegis is a sophisticated software application for equity risk management and portfolio analysis that is powered by our proprietary equity risk data. It is an integrated suite of equity investment analytics modules, specifically designed to help clients actively manage their equity risk against their expected returns, identify returns attributable to stock selection skills and back-test portfolio construction strategies over time. Barra Aegis also provides a factor-based performance attribution module, which allows clients to analyze realized returns relative to certain risk factors. A base subscription for use in portfolio analysis typically involves a subscription to Barra Aegis and various risk data modules. A client may add portfolio performance attribution, optimization tools, process automation tools or other features to its Barra Aegis subscription. By licensing the client to receive additional software modules and risk data, or increasing the number of permitted client users or client locations, we can increase our revenues per client further.

Barra Portfolio Manager is an integrated risk and performance platform that is designed to help fund managers and their teams gain additional portfolio insight, manage a more systematic investment process and make faster, more informed investment decisions. The hosted interactive user interface allows users to construct portfolios and back-test their strategies using the Barra Optimizer. It also allows users to decompose the risk and attribute the return of their portfolios according to Barra models. The platform supports optional data management services that allow users to outsource the loading and reconciliation of their portfolio and other proprietary data.

Our Barra Equity Models Direct risk data is distributed directly to clients who then integrate it into their own software applications or upload the risk data onto third-party applications. The proprietary risk data in Barra Equity Models Direct is also available via third-party vendors. A base subscription to our Equity Models Direct product provides equity risk data for a set fee that authorizes one to two users. By licensing the client to receive equity risk model data for additional countries, or increasing the number of permitted client users or client locations, we can further increase our revenues per client.

The Barra on Vendors product makes our proprietary risk data from our Equity Models Direct product available to clients via third party providers, such as FactSet Research Systems, Inc.

Energy and Commodity Analytics

Our energy and commodity analytics products consist of software applications which help users value and model physical assets and derivatives across a number of market segments including energy and commodity assets.

Governance

Our governance offerings consist of corporate governance products and services, including proxy research, data and analytics, recommendation and voting services for asset owners and asset managers, as well as data and

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advisory services for corporations. It also includes securities class action monitoring and claims filing services to aid institutional investors in the recovery of funds from securities class action settlements. The substantial majority of the revenues are annual, subscription-based revenues. The largest portion of our non-recurring revenues is included in this category as a result of advisory and consulting services and overages relating to the proxy research and voting services.

See Part I, Item 1. “Business—Business Segments, Products and Services” for additional details regarding the products and services that we offer.

Operating Metrics

Run Rate

At the end of any period, we generally have subscription and investment product license agreements in place for a large portion of our total revenues for the following 12 months. We measure the fees related to these agreements and refer to this as our “Run Rate.” The Run Rate at a particular point in time represents the forward-looking revenues for the next 12 months from all subscriptions and investment product licenses we currently provide to our clients under renewable contracts or agreements assuming all contracts or agreements that come up for renewal are renewed and assuming then-current currency exchange rates. For any license where fees are linked to an investment product’s assets or trading volume, the Run Rate calculation reflects for ETF fees, the market value on the last trading day of the period, and for non-ETF funds and futures and options, the most recent periodic fee earned under such license or subscription. The December 31, 2012 Run Rate for IPD products was approximated using the trailing 12 months of revenues primarily adjusted for estimates for non-recurring sales, new sales and cancellations. The Run Rate does not include fees associated with “one-time” and other non-recurring transactions. In addition, we remove from the Run Rate the fees associated with any subscription or investment product license agreement with respect to which we have received a notice of termination or non-renewal during the period and determined that such notice evidences the client’s final decision to terminate or not renew the applicable subscription or agreement, even though such notice is not effective until a later date.

Because the Run Rate represents potential future revenues, there is typically a delayed impact on our operating revenues from changes in our Run Rate. In addition, the actual amount of revenues we will realize over the following 12 months will differ from the Run Rate because of:

- revenues associated with new subscriptions and non-recurring sales;
- modifications, cancellations and non-renewals of existing agreements, subject to specified notice requirements;
- fluctuations in asset-based fees, which may result from changes in certain investment products’ total expense ratios, market movements or from investment inflows into and outflows from investment products linked to our indexes;
- fluctuations in fees based on trading volumes of futures and options contracts linked to our indexes;
- fluctuations in the number of hedge funds for which we provide investment information and risk analysis to hedge fund investors;
- price changes;
- revenue recognition differences under U.S. GAAP;
- fluctuations in foreign exchange rates; and
- the impact of acquisitions and dispositions.

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The following table sets forth our Run Rates and the percentage growth over the periods indicated:

	As of			Comparison of	
	December 31, 2013	December 31, 2012	December 31, 2011	December 31, 2013 to 2012	December 31, 2012 to 2011
	(in thousands)				
Run Rates					
Index and ESG products:					
Subscriptions	\$ 371,511	\$ 338,006	\$ 269,780	9.9%	25.3%
Asset-based fees	158,305	127,072	119,706	24.6%	6.2%
Index and ESG products totals	529,816	465,078	389,486	13.9%	19.4%
Risk management analytics	290,655	262,108	250,967	10.9%	4.4%
Portfolio management analytics	103,125	109,836	118,354	(6.1%)	(7.2%)
Energy and commodity analytics	11,302	13,128	14,928	(13.9%)	(12.1%)
Governance	115,482	117,261	108,251	(1.5%)	8.3%
Total Run Rate	\$1,050,380	\$ 967,411	\$ 881,986	8.6%	9.7%
Subscription total	\$ 892,075	\$ 840,339	\$ 762,280	6.2%	10.2%
Asset-based fees total	158,305	127,072	119,706	24.6%	6.2%
Total Run Rate	\$1,050,380	\$ 967,411	\$ 881,986	8.6%	9.7%

December 31, 2013 Compared to December 31, 2012

Total Run Rate grew by \$83.0 million to \$1,050.4 million as of December 31, 2013 compared to December 31, 2012. Total subscription Run Rate grew by \$51.7 million to \$892.1 million as of December 31, 2013 compared to December 31, 2012. Excluding the impact of the acquisition of Investor Force Holdings, Inc. (“InvestorForce”) as well as the disposition of the CFRA product line, total subscription Run Rate grew by \$50.4 million as of December 31, 2013 compared to December 31, 2012.

Subscription Run Rate from the index and ESG products grew by \$33.5 million to \$371.5 million at December 31, 2013 relative to December 31, 2012, driven by growth in equity index benchmark and data products.

On October 2, 2012, The Vanguard Group, Inc. announced its decision to change the target benchmarks of 22 of its ETFs from MSCI’s equity indexes (the “Vanguard ETFs”). As a result of this announcement, we excluded the \$138.5 billion of assets in the 22 Vanguard ETFs linked to MSCI equity indexes as of December 31, 2012 for purposes of calculating the index and ESG asset-based fee Run Rate, which resulted in a decrease of \$24.8 million. The average value of assets in the 22 Vanguard ETFs linked to MSCI equity indexes was \$122.1 billion for the year ended December 31, 2012 compared to the total average value of assets in ETFs linked to MSCI equity indexes of \$349.1 billion.

Asset-based fee Run Rate from index and ESG products increased by \$31.2 million to \$158.3 million at December 31, 2013 compared to December 31, 2012. The increase was primarily driven by inflows into and higher market performance by ETFs linked to MSCI indexes. The asset-based fee Run Rate at December 31, 2012 excludes the Vanguard ETFs that later switched benchmarks.

As of December 31, 2013, assets under management (“AUM”) in ETFs linked to MSCI indexes were \$332.9 billion, down \$69.4 billion, or 17.3%, compared to December 31, 2012. During the year ended December 31, 2013, MSCI-linked ETFs were impacted by market increases of \$33.9 billion and net outflows of \$103.3 billion. If the AUM related to those Vanguard ETFs which transitioned earlier in 2013 were excluded from the December 31, 2012 balance, AUM in ETFs linked to MSCI indexes would have risen \$69.1 billion, or 26.2%, compared to December 31, 2012.

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Risk management analytics products Run Rate increased \$28.5 million to \$290.7 million at December 31, 2013 compared to December 31, 2012. Excluding the impact attributable to InvestorForce, Run Rate grew by \$18.2 million. Run Rate continued to benefit from solid growth in the RiskManager and BarraOne products. Changes in foreign currency positively benefited Run Rate by \$1.2 million compared to December 31, 2012.

Portfolio management analytics products Run Rate declined \$6.7 million to \$103.1 million at December 31, 2013 from December 31, 2012. Year-over-year Run Rate was negatively impacted, in part, by product swaps totaling \$1.1 million and by changes in foreign currency exchange rates, which lowered Run Rate by an additional \$2.4 million.

Energy and commodity analytics products Run Rate declined to \$11.3 million at December 31, 2013, down \$1.8 million from December 31, 2012.

Governance products Run Rate declined by \$1.8 million to \$115.5 million at December 31, 2013 compared to December 31, 2012. Excluding the impact of the sale of the CFRA product line from December 31, 2012, Run Rate grew by \$7.2 million reflecting strong growth in the Run Rate of executive compensation data and analytics products and services.

December 31, 2012 Compared to December 31, 2011

Total Run Rate grew by \$85.4 million to \$967.4 million as of December 31, 2012 compared to December 31, 2011. The December 31, 2012 Run Rate includes \$39.5 million that was associated with the IPD acquisition. The Run Rate for IPD was approximated using the trailing 12 months of revenues primarily adjusted for estimates for non-recurring sales, new sales, and cancellations. Excluding the impact of the acquisition of IPD, total Run Rate grew by \$45.9 million. Total subscription Run Rate grew by \$78.1 million to \$840.3 million as of December 31, 2012 compared to December 31, 2011. Changes in foreign currency rates reduced Run Rate by \$0.9 million as of December 31, 2012 relative to December 31, 2011.

Subscription Run Rate from the index and ESG products grew by \$68.2 million to \$338.0 million at December 31, 2012 relative to December 31, 2011. Excluding the impact of subscription Run Rate attributable to IPD products, the subscription Run Rate from index and ESG products grew by \$28.7 million, driven by growth in equity index benchmark products and ESG products.

Asset-based fee Run Rate from index and ESG products increased by \$7.4 million to \$127.1 million at December 31, 2012 compared to December 31, 2011. The increase was primarily driven by higher overall levels of AUM in ETFs linked to MSCI indexes, partially offset by the loss of the Vanguard ETFs. Excluding the impact of the Vanguard ETFs at December 31, 2011, asset-based fee Run Rate would have grown by \$25.4 million, or 25.0%.

As of December 31, 2012, AUM in ETFs linked to MSCI indexes were \$402.3 billion, up \$100.7 billion, or 33.4%, compared to December 31, 2011. During the year ended December 31, 2012, MSCI-linked ETFs were impacted by market increases of \$44.1 billion and net inflows of \$56.6 billion. Excluding the Vanguard ETFs, AUM in MSCI-linked ETFs would have been \$263.8 billion, up \$61.7 billion, or 30.6%, compared to December 31, 2011.

Risk management analytics products Run Rate increased \$11.1 million to \$262.1 million at December 31, 2012 compared to December 31, 2011. Run Rate continued to benefit from solid growth in the HedgePlatform and BarraOne products. Changes in foreign currency positively benefited Run Rate by \$0.4 million compared to December 31, 2011.

Portfolio management analytics products Run Rate declined \$8.5 million to \$109.8 million at December 31, 2012 from December 31, 2011. Year-over-year Run Rate was negatively impacted, in part, by product swaps totaling \$3.0 million and by changes in foreign currency exchange rates, which lowered Run Rate by an additional \$1.9 million.

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Energy and commodity analytics products Run Rate declined to \$13.1 million at December 31, 2012, down \$1.8 million from December 31, 2011.

Governance products Run Rate increased \$9.0 million to \$117.3 million at December 31, 2012 compared to December 31, 2011, reflecting strong growth in the sales of our compensation data and analytics products, as well as gains in our institutional proxy research and voting products.

Changes in Run Rate between periods may be attributable to, among other things, increases from new subscriptions, decreases from cancellations, increases or decreases, as the case may be, from the change in the value of assets of investment products linked to MSCI indexes, the change in trading volumes of futures and options contracts linked to MSCI indexes, price changes, fluctuations in foreign exchange rates and the impact of acquisitions and dispositions.

Net New Recurring Subscription Sales

The following table sets forth our net new recurring subscription sales:

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
	(in thousands)		
New recurring subscription sales	\$ 128,363	\$ 118,865	\$ 132,015
Subscription cancellations	(72,987)	(78,586)	(71,976)
Net new recurring subscription sales	<u>\$ 55,376</u>	<u>\$ 40,279</u>	<u>\$ 60,039</u>

Retention Rates

Other key metrics are our "Aggregate Retention Rate" and "Core Retention Rate," which are collectively referred to as "Retention Rates." These metrics are important because subscription cancellations decrease our Run Rate and ultimately our operating revenues. The annual Aggregate Retention Rate represents the retained subscription Run Rate (beginning subscription Run Rate less actual cancels during the year) as a percentage of the subscription Run Rate at the beginning of the fiscal year. If a client reduces the number of products to which it subscribes or switches between our products, we treat it as a cancellation for purposes of calculating our Aggregate Retention Rate. Our Core Retention Rate is calculated in the same way as our Aggregate Retention Rate, except that the Core Retention Rate does not treat switches between products as a cancellation. Our Aggregate and Core Retention Rates are computed on a product-by-product basis. In addition, we treat any reduction in fees resulting from renegotiated contracts as a cancellation in the calculation to the extent of the reduction. We do not calculate Aggregate or Core Retention Rates for that portion of our Run Rate attributable to assets in investment products linked to our indexes or to trading volumes of futures and options contracts linked to our indexes. Aggregate and Core Retention Rates for a non-annual period reflect the annualization of the cancels recorded in the period.

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The following table sets forth our Aggregate Retention Rates by product category for the periods indicated for the years ended December 31, 2013, 2012 and 2011:

	<u>Index and ESG</u>	<u>Risk Management Analytics</u>	<u>Portfolio Management Analytics</u>	<u>Energy and Commodity Analytics</u>	<u>Governance</u>	<u>Total</u>
2013						
Qtr Ended March 31,	95.0%	93.5%	81.7%	90.1%	90.0%	92.1%
Qtr Ended June 30,	94.0%	92.5%	87.0%	86.0%	92.9%	92.3%
Qtr Ended September 30,	94.7%	92.3%	89.1%	80.2%	88.5%	92.2%
Qtr Ended December 31,	90.7%	87.2%	88.9%	54.5%	90.1%	88.7%
Year Ended December 31,	93.6%	91.4%	86.7%	77.7%	90.4%	91.3%
2012						
Qtr Ended March 31,	94.5%	93.9%	91.9%	90.2%	88.7%	93.0%
Qtr Ended June 30,	94.9%	90.0%	84.2%	85.5%	92.1%	91.0%
Qtr Ended September 30,	94.0%	88.5%	84.9%	76.6%	91.1%	90.0%
Qtr Ended December 31,	90.4%	84.4%	78.0%	60.4%	83.6%	84.9%
Year Ended December 31,	93.4%	89.0%	84.7%	78.1%	88.9%	89.7%
2011						
Qtr Ended March 31,	95.0%	94.2%	88.6%	76.9%	85.0%	91.8%
Qtr Ended June 30,	92.8%	92.2%	91.4%	88.8%	90.4%	91.9%
Qtr Ended September 30,	95.2%	92.1%	86.6%	89.3%	86.2%	91.3%
Qtr Ended December 31,	89.3%	80.8%	87.2%	75.0%	80.6%	84.5%
Year Ended December 31,	93.1%	89.5%	88.4%	82.5%	85.6%	89.8%

The following table sets forth our Core Retention Rates by product category for the periods indicated for the years ended December 31, 2013, 2012 and 2011:

	<u>Index and ESG</u>	<u>Risk Management Analytics</u>	<u>Portfolio Management Analytics</u>	<u>Energy and Commodity Analytics</u>	<u>Governance</u>	<u>Total</u>
2013						
Qtr Ended March 31,	95.0%	93.9%	82.8%	90.1%	90.2%	92.4%
Qtr Ended June 30,	94.1%	93.1%	87.5%	86.0%	92.9%	92.6%
Qtr Ended September 30,	94.8%	92.3%	90.3%	80.2%	88.5%	92.4%
Qtr Ended December 31,	90.9%	87.3%	90.1%	54.5%	90.1%	89.0%
Year Ended December 31,	93.7%	91.6%	87.7%	77.7%	90.4%	91.6%
2012						
Qtr Ended March 31,	94.6%	94.0%	92.2%	90.7%	88.7%	93.1%
Qtr Ended June 30,	95.0%	92.0%	87.0%	85.5%	92.2%	92.2%
Qtr Ended September 30,	94.0%	89.3%	86.5%	77.1%	91.2%	90.6%
Qtr Ended December 31,	90.5%	84.4%	83.6%	60.4%	83.8%	85.9%
Year Ended December 31,	93.5%	89.8%	87.3%	78.4%	89.0%	90.4%
2011						
Qtr Ended March 31,	95.2%	94.2%	89.9%	76.9%	85.0%	92.1%
Qtr Ended June 30,	92.8%	92.7%	93.2%	88.8%	90.4%	92.4%
Qtr Ended September 30,	95.2%	92.1%	88.3%	91.3%	86.3%	91.6%
Qtr Ended December 31,	89.3%	81.0%	88.3%	75.0%	80.6%	84.8%
Year Ended December 31,	93.1%	90.0%	89.9%	83.0%	85.6%	90.2%

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The quarterly Retention Rates are calculated by annualizing the cancellations for which we have received a notice of termination or non-renewal during the quarter and we have determined that such notice evidences the client's final decision to terminate or not renew the applicable subscription or agreement, even though such notice is not effective until a later date. This annualized cancellation figure is then divided by the subscription Run Rate at the beginning of the year to calculate a cancellation rate. This cancellation rate is then subtracted from 100% to derive the annualized Retention Rate for the quarter.

For example, in the fourth quarter of 2013, we recorded cancellations of \$23.8 million. To derive the Aggregate Retention Rate for the fourth quarter, we annualized the actual cancellations during the quarter of \$23.8 million to derive \$95.0 million of annualized cancellations. This \$95.0 million was then divided by the \$840.3 million subscription Run Rate at the beginning of the year to derive a cancellation rate of 11.3%. The 11.3% was then subtracted from 100.0% to derive an Aggregate Retention Rate of 88.7% for the fourth quarter.

For the calculation of the Core Retention Rate the same methodology was used except the amount of cancellations in the quarter was reduced by the amount of product swaps. For example, in fourth quarter 2013 we had product swaps of \$0.6 million which was subtracted from the \$23.8 million of actual cancels to derive core cancels of \$23.1 million. This \$23.1 million was annualized to derive \$92.6 million of annualized cancellations which was then divided by the \$840.3 million subscription Run Rate at the beginning of the year to derive a cancellation rate of 11.0%. The 11.0% was then subtracted from 100.0% to derive the Core Retention Rate of 89.0% for the fourth quarter.

For the year ended December 31, 2013, 32.5% of our cancellations occurred in the fourth fiscal quarter. Historically, Retention Rates have generally been higher during the first three quarters and lower in the fourth fiscal quarter.

Expenses

We group our operating expenses into five categories:

- Cost of services,
- Selling, general and administrative ("SG&A"),
- Restructuring,
- Amortization of intangible assets, and
- Depreciation and amortization of property, equipment and leasehold improvements.

Cost of Services

This category includes costs related to our research, data operations and technology, software engineering, product management and proxy research and voting functions. Costs in these areas include staff compensation and benefits, occupancy, market data fees, proxy voting fees, information technology and other miscellaneous costs. The largest expense in this category is compensation and benefits. As such, it generally contributes to a majority of our expense increases from period to period, reflecting compensation increases for current staff and increased staffing levels.

Selling, General and Administrative

This category includes compensation and benefits costs for our sales and marketing staff, and our finance, human resources, legal and compliance, information technology and corporate administration personnel. As with cost of services, the largest expense in this category is compensation and benefits. As such, it generally contributes to a majority of our expense increases from period to period, reflecting compensation increases for current staff and increased staffing levels. Other significant expenses were for occupancy, third-party consulting costs and information technology.

Restructuring

During the year ended November 30, 2010, MSCI's management approved, committed to and initiated a plan to restructure the Company's operations due to its acquisition of RiskMetrics Group, LLC (formerly RiskMetrics Group, Inc., "RiskMetrics"). The plan was substantially completed by December 31, 2011. Restructuring included expenses associated with the elimination of overlapping positions and duplicative occupancy costs, the termination of overlapping vendor contracts and the discontinuance of the planned integration of a product into RiskMetrics' standard product offering suite.

Amortization of Intangible Assets

Amortization of intangibles expense relates to the definite-lived intangible assets arising from the acquisitions of Barra, LLC (formerly Barra, Inc., "Barra") in June 2004, RiskMetrics in June 2010, Measurisk, LLC ("Measurisk") in July 2010, IPD in November 2012, and InvestorForce in January 2013, as well as capitalized software development costs. Our intangible assets consist of customer relationships, trademarks and trade names, technology and software, proprietary processes and data and non-competition agreements. We amortize definite-lived intangible assets over their estimated useful lives. Definite-lived intangible assets are tested for impairment when impairment indicators are present, and, if impaired, written down to fair value based on either discounted cash flows or appraised values. No impairment of intangible assets has been identified during any of the periods presented. We have no indefinite-lived intangibles. The intangible assets have remaining useful lives ranging from one to 20 years.

Depreciation and amortization of property, equipment and leasehold improvements

This category consists of expenses related to depreciating or amortizing the cost of furniture and fixtures, computer and related equipment and leasehold improvements over the estimated useful life of the assets.

Other Expense (Income), net

This category consists primarily of interest we pay on our credit facilities, interest we collect on cash and short-term investments, foreign currency gains and losses as well as other non-operating income and expense items.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). These accounting principles require us to make certain estimates and judgments that can affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenues and expenses during the periods presented. We believe the estimates and judgments upon which we rely are reasonable based upon information available to us at the time these estimates and judgments are made. To the extent there are material differences between these estimates and actual results, our consolidated financial statements will be affected. The accounting policies that reflect our more significant estimates and judgments and that we believe are the most critical to aid in fully understanding and evaluating our reported financial results include revenue recognition, share-based compensation, research and development, income taxes, deferred revenue, goodwill, intangible assets, allowance for doubtful accounts and accrued compensation. If different assumptions or conditions were to be utilized, the results could be materially different from our reported results.

Revenue Recognition

In general, we apply SEC Staff Accounting Bulletin No. 104 (“SAB 104”), “*Revenue Recognition*,” in determining revenue recognition. Accordingly, we recognize revenue when all the following criteria are met:

- We have persuasive evidence of a legally binding arrangement,
- Delivery has occurred,
- Client fee is deemed fixed or determinable, and
- Collection is probable.

When a sales arrangement requires the delivery of more than one product and service, revenue is recognized pursuant to the requirements of Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Subtopic 605-25, “*Revenue Arrangements with Multiple Deliverables*.” Under the provisions of ASC Subtopic 605-25, elements within a multi-deliverable arrangement should be considered separate units of accounting if all of the following criteria are met:

- The delivered items have value to the client on a standalone basis. The items have value on a standalone basis if they can be sold separately by any vendor or the client could resell the delivered items on a standalone basis; and
- If the arrangement includes a general right of return relative to the delivered items, delivery or performance of the undelivered items is considered probable and substantially in the control of the vendor.

We provide products and services to our clients under various software and non-software related arrangements. We have signed contracts with substantially all clients that set forth the fees to be paid for our products and services. Further, we regularly assess the receivable balances for each client for collectability. Our application service license arrangements generally do not include acceptance provisions, which generally allow a client to test the solution for a defined period of time before committing to the license. If a license agreement includes an acceptance provision, we do not recognize subscription revenues until the earlier of the receipt of a written client acceptance or, if not notified by the client that it is cancelling the license agreement, the expiration of the acceptance period.

Our subscription agreements for non-software-related application services include provisions that, among other things, allow clients, for no additional fee, to receive updates and modifications that may be made from time to time when and if available, for the term of the agreement, which is typically one year. These arrangements do not provide the client with the right to take possession of the application at any time. For sales arrangements with multiple deliverables, which may include application service subscription and professional services associated with implementation and other services, we evaluate each deliverable in these multiple-element arrangements to determine whether it represents a separate unit of accounting and allocate revenue accordingly.

In most cases, we recognize revenues from subscription arrangements ratably over the term of the license agreement pursuant to contract terms. The contracts state the terms under which these fees are to be calculated. The fees are recognized as we supply the product and service to the client over the license period and are generally billed in advance prior to the license start date. When implementation services are included, we recognize revenues allocated to the subscription ratably from the date the application is put into production to the end of the license period. Revenues associated with the implementation services are recognized ratably over the period the client is expected to benefit from those services. For products and services whose fees are based on estimated AUM linked to our indexes, or contract values related to futures and options, we recognize revenues based on estimates from independent third-party sources or the most recently reported information from the client. Revenues from subscription agreements for the receipt of periodic benchmarks reports, digests, and other publications, which are most often associated with our IPD products, are recognized upon delivery of such reports or data updates.

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Our software-related arrangements do not require significant modification or customization of any underlying software applications being licensed. Accordingly, we recognize software revenues pursuant to the requirements of ASC Subtopic 985-605, "*Software-Revenue Recognition*." Our subscription agreements for software products include provisions that, among other things, would allow clients to receive unspecified, when and if available, future software upgrades for no additional fee as well as the right to use the software products with maintenance and technical support for the term of the agreement, which is typically one year. Software agreements may include other consulting and professional services. In accordance with ASC Subtopic 985-605, we do not have vendor specific objective evidence for these elements and therefore recognize software related revenue upon delivery, then ratably over the term of the license agreement.

Share-Based Compensation

Certain of our employees have received share-based compensation under certain compensation programs. Our compensation expense reflects the fair value method of accounting for share-based payments under ASC Subtopic 718-10, "*Compensation-Stock Compensation*." ASC Subtopic 718-10 requires measurement of compensation cost for equity-based awards at fair value and recognition of compensation cost over the service period, net of estimated forfeitures.

The fair value of MSCI restricted stock units ("RSUs") is measured as the closing price of MSCI's common stock on the day prior to grant. Restricted stock units subject to performance conditions ("PSUs") are based on performance measures that impact the amount of shares that each recipient will receive upon vesting. PSUs are granted at fair market value, which is measured as the closing price of MSCI's common stock on the day prior to grant.

The fair value of MSCI standard stock options is determined using the Black-Scholes valuation model and the single grant life method. Under the single grant life method, option awards with graded vesting are valued using a single weighted-average expected option life. The fair value of MSCI stock options that contain stock price contingencies is determined using a Monte Carlo simulation model, which creates a normal distribution of future stock prices, which is then used to value the awards based on their individual terms.

Based on interpretive guidance related to Stock Compensation, the Company's policy is to accrue the estimated cost of share-based awards that were granted to retirement-eligible employees over the course of the prior year in which they were earned rather than expensing the awards on the date of grant. A portion of the restricted stock units granted to employees are subject to certain performance conditions. The Company bases initial accruals of compensation cost on the estimated number of instruments for which the requisite service is expected to be rendered. If the estimated number of instruments changes from previous estimates, the cumulative effect on current and prior periods of a change is recognized in compensation cost in the period of the change.

Research and Development Costs

We account for research and development costs in accordance with ASC Subtopic 730-10, "*Research and Development*." ASC Subtopic 730-10 requires that research and development costs generally be expensed as incurred. The majority of our research and development costs are incurred in developing, reviewing and enhancing the methodologies and data models offered within our product portfolio. Research and development costs included in the Consolidated Statements of Income were \$93.6 million, \$95.5 million and \$90.3 million for the years ended December 31, 2013, 2012 and 2011, respectively.

We apply the provisions of ASC Subtopic 350-40, "*Internal Use Software*," and account for the cost of computer software by capitalizing qualifying costs, which are incurred during the application development stage. The amounts capitalized include external direct costs of services used in developing software and the payroll and payroll-related costs of employees directly associated with the development activities. Additionally, costs incurred relating to upgrades and enhancements to the software are capitalized if it is determined that these

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upgrades or enhancements provide additional functionality to the software. We capitalized \$3.3 million of costs related to developed software in the Consolidated Statement of Financial Condition for the year ended December 31, 2013. There were no costs capitalized related to developed software in the Consolidated Statement of Financial Condition for the year ended December 31, 2012.

Capitalized software development costs are amortized on a straight-line basis over the estimated useful life of the related product, which is typically three to five years, beginning with the date the software is placed into service. Costs incurred in the preliminary and post-implementation stages of our products are expensed as incurred.

Income Taxes

Income tax expense is provided for using the asset and liability method, under which deferred tax assets and deferred tax liabilities are determined based on the temporary differences between the financial statement and income tax bases of assets and liabilities using currently enacted tax rates.

We regularly assess the likelihood of additional assessments in each of the taxing jurisdictions in which we are required to file income tax returns. We recorded additional tax expense related to open tax years, which we believe is adequate in relation to the potential for assessments. These amounts have been recorded in "Other non-current liabilities" on the Consolidated Statement of Financial Condition. We believe the resolution of tax matters will not have a material effect on our consolidated financial condition. However, to the extent we are required to pay amounts in excess of our reserves, a resolution could have a material impact on our Consolidated Statement of Income for a particular future period. In addition, an unfavorable tax settlement could require use of cash and result in an increase in the effective tax rate in the period in which such resolution occurs.

Deferred Revenue

Deferred revenues represent amounts billed to customers for products and services in advance of delivery. Our clients generally pay subscription fees annually or quarterly in advance. Deferred revenue is generally amortized over the service period as revenue recognition criteria are met. Where the service period has not begun and the client has not paid or the contract has not been renewed, deferred revenues and accounts receivable are not recognized.

Goodwill

Goodwill is recorded as part of our acquisitions of businesses when the purchase price exceeds the fair value of the net tangible and separately identifiable intangible assets acquired. Our goodwill relates to the acquisitions of Barra, RiskMetrics, Measurisk, IPD and InvestorForce. Our goodwill is not amortized, but rather is subject to an impairment test each year, or more often if conditions indicate impairment may have occurred, pursuant to ASC Topic 350, "*Intangibles—Goodwill and Other.*"

We test goodwill for impairment on an annual basis on July 1 and on an interim basis when certain events and circumstances exist. The testing for impairment is performed at the reporting unit level, which is deemed to be at the level of the MSCI operating segments. Goodwill impairment is determined by comparing the estimated fair value of a reporting unit with its respective book value. If the estimated fair value exceeds the book value, goodwill at the reporting unit level is not deemed to be impaired. If the estimated fair value is below book value, however, further analysis is required to determine the amount of impairment. Additionally, if the book value of a reporting unit is zero or a negative value and it is determined that it is more likely than not that the goodwill is impaired, further analysis is required. As the estimated fair value of its reporting units exceeded their respective book value on the testing dates, no impairment of goodwill was recorded during the years ended December 31, 2013, 2012 and 2011.

Allowance for Doubtful Accounts

An allowance for doubtful accounts is recorded when it is probable and estimable that a receivable will not be collected. Changes in the allowance for doubtful accounts from December 31, 2010 to December 31, 2013 were as follows:

(in thousands)	<u>Amount</u>
Balance as of December 31, 2010	\$ 877
Addition to provision	545
Amounts written off, net of recoveries	<u>(565)</u>
Balance as of December 31, 2011	857
Addition to provision	403
Amounts written off, net of recoveries	<u>(296)</u>
Balance as of December 31, 2012	\$ 964
Addition to provision	876
Amounts written off, net of recoveries	<u>(560)</u>
Balance as of December 31, 2013	<u>\$1,280</u>

Accrued Compensation

We make significant estimates in determining our accrued non-stock based compensation and benefits expenses. A significant portion of our employee incentive compensation programs are discretionary. Each year end we determine the amount of discretionary cash bonus pools. We also review compensation and benefits expenses throughout the year to determine how overall performance compares to management's expectations. We take these and other factors, including historical performance, into account in reviewing accrued discretionary cash compensation estimates quarterly and adjusting accrual rates as appropriate. Changes to these factors could cause a material increase or decrease in the amount of expense that we report in a particular period. Accrued non-stock-based compensation and related benefits as of December 31, 2013 was \$113.0 million.

Factors Affecting the Comparability of Results

Acquisition of InvestorForce

On January 29, 2013, we acquired InvestorForce to enhance our position as a leader in performance analysis and risk transparency and to further our goal of providing investment decision support tools to institutional investors across all client segments and asset classes. See Note 9, "Goodwill and Intangible Assets" of the Notes to the Consolidated Financial Statements included herein for further information. The results of InvestorForce were included in our results of operations from its acquisition date of January 29, 2013.

Acquisition of IPD

On November 30, 2012, we acquired IPD to expand the Company's multi-asset class offering by integrating private real estate assets into its models, as well as adding a family of real estate benchmarks to the Company's family of equity indexes. See Note 9, "Goodwill and Intangible Assets" of the Notes to the Consolidated Financial Statements included herein for further information. The results of IPD were included in our results of operations from its acquisition date of November 30, 2012.

Restructuring

We initiated restructuring activities during the third quarter of 2010 and the plan was substantially completed by December 31, 2011. See "Results of Operations—Year Ended December 31, 2012 Compared to Year Ended December 31, 2011—Restructuring" below for further information about MSCI's restructuring-related activities and costs.

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Term Loan Repricing

On June 1, 2010, we entered into a senior secured credit agreement comprised of (i) a six-year term loan facility (the “2010 Term Loan”) and (ii) a five-year revolving credit facility (the revolving credit facility, together with the 2010 Term Loan, the “2010 Credit Facility”).

On March 14, 2011, we completed the repricing of the 2010 Credit Facility pursuant to Amendment No. 2 to the 2010 Credit Facility (“Amendment No. 2”). Amendment No. 2 provided for the incurrence of a new senior secured term loan (the “2011 Term Loan”). The proceeds of the 2011 Term Loan, together with cash on hand, were used to repay the remaining outstanding balance of the 2010 Term Loan in full. The 2011 Term Loan was to mature in March 2017.

On May 4, 2012, we amended and restated our 2010 Credit Facility (the credit agreement as so amended and restated, the “Amended and Restated Credit Facility”). The Amended and Restated Credit Facility provides for the incurrence of a new senior secured five-year Term Loan A Facility in an aggregate amount of \$880.0 million (the “2012 Term Loan”) and a \$100.0 million senior secured revolving facility (the “2012 Revolving Credit Facility”). The proceeds of the Amended and Restated Credit Facility, together with cash on hand, were used to repay the remaining outstanding principal of the then-existing 2011 Term Loan. The 2012 Term Loan and the 2012 Revolving Credit Facility was to mature on May 4, 2017.

At December 31, 2013, the 2012 Term Loan, as amended, bore interest of LIBOR plus 2.00%, or 2.17%.

Results of Operations

Year Ended December 31, 2013 Compared to Year Ended December 31, 2012

	For the Years Ended		Increase/(Decrease)	
	December 31, 2013	December 31, 2012		
	(in thousands, except per share data)			
Operating revenues	\$1,035,667	\$ 950,141	\$ 85,526	9.0%
Operating expenses:				
Cost of services	328,311	288,075	40,236	14.0%
Selling, general and administrative	255,345	233,183	22,162	9.5%
Restructuring	—	(51)	51	(100%)
Amortization of intangible assets	58,203	63,298	(5,095)	(8.0%)
Depreciation and amortization of property, equipment and leasehold improvements	22,302	18,700	3,602	19.3%
Total operating expenses	664,161	603,205	60,956	10.1%
Operating income	371,506	346,936	24,570	7.1%
Other expense, net	25,885	57,527	(31,642)	(55.0%)
Provision for income taxes	123,064	105,171	17,893	17.0%
Net income	<u>\$ 222,557</u>	<u>\$ 184,238</u>	<u>\$ 38,319</u>	20.8%
Earnings per basic common share	<u>\$ 1.85</u>	<u>\$ 1.50</u>	<u>\$ 0.35</u>	23.3%
Earnings per diluted common share	<u>\$ 1.83</u>	<u>\$ 1.48</u>	<u>\$ 0.35</u>	23.6%
Operating margin	35.9%	36.5%		

Operating Revenues

	For the Years Ended		Increase/(Decrease)	
	December 31, 2013	December 31, 2012		
(in thousands)				
Index and ESG:				
Subscriptions	\$ 366,674	\$ 300,630	\$ 66,044	22.0%
Asset-based fees	149,486	140,883	8,603	6.1%
Total index and ESG	516,160	441,513	74,647	16.9%
Risk management analytics	279,353	260,276	19,077	7.3%
Portfolio management analytics	105,461	116,133	(10,672)	(9.2%)
Energy and commodity analytics	12,390	9,068	3,322	36.6%
Governance	122,303	123,151	(848)	(0.7%)
Total operating revenues	\$1,035,667	\$ 950,141	\$ 85,526	9.0%
Recurring subscriptions	860,730	784,331	76,399	9.7%
Asset-based fees	149,486	140,883	8,603	6.1%
Non-recurring revenue	25,451	24,927	524	2.1%
Total operating revenues	\$1,035,667	\$ 950,141	\$ 85,526	9.0%

Total operating revenues for the year ended December 31, 2013 increased 9.0% to \$1,035.7 million compared to \$950.1 million for the year ended December 31, 2012. The growth was comprised of increases in index and ESG subscription revenues and risk management analytics, partially offset by a decrease in portfolio management analytics. Excluding the impact of revenues attributable to IPD from January 1, 2013 to November 30, 2013 (the "IPD Exclusion Period"), InvestorForce and CFRA, revenues grew by 4.4%.

During the year ended December 31, 2012, as a result of a one-time non-cash adjustment, we recorded a \$5.2 million cumulative revenue reduction to correct an immaterial error related to revenues previously reported through December 31, 2011. See Note 1, "Introduction and Basis of Presentation," of the Notes to the Consolidated Financial Statements included herein for further information. Previously, our policy resulted in the immediate recognition of a substantial portion of the revenue for certain energy and commodity analytics product related contracts, the terms of which were generally one year. However, it was determined that the entire license fee related to these contracts should be recognized ratably over the term of the license. As such, we made the cumulative adjustment effective January 1, 2012 and started recognizing revenue for all contracts still in effect as of this date ratably over the remainder of the term. We began recognizing revenue ratably over the contract term for any new contracts entered into on or after January 1, 2012.

Revenues related to index and ESG products increased 16.9% to \$516.2 million for the year ended December 31, 2013 compared to \$441.5 million for the year ended December 31, 2012. Excluding the impact of revenues attributable to the IPD Exclusion Period, revenues grew by 7.3%.

Subscription revenues from the index and ESG products increased 22.0% to \$366.7 million for the year ended December 31, 2013 compared to \$300.6 million for the year ended December 31, 2012. The increase in subscription revenues from the index and ESG products was driven primarily by the impact of revenues attributable to the IPD acquisition, as well as by increases in revenues attributable to our equity index benchmark products. Excluding the impact of subscription revenues attributable to the IPD Exclusion Period, revenues grew by \$23.7 million, or 7.9%.

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Asset-based fee revenues attributable to index and ESG products increased \$8.6 million, or 6.1%, to \$149.5 million for the year ended December 31, 2013 compared to \$140.9 million for the year ended December 31, 2012. The year-over-year difference resulted from higher revenues from non-ETF passive funds and a change in the mix of ETFs linked to MSCI indexes, which more than offset a decline of \$24.1 billion, or 6.9%, in the average value of assets in ETFs linked to MSCI indexes primarily related to the loss of the Vanguard ETFs. Included in the year ended December 31, 2013 were asset based fees of \$3.3 million related to the Vanguard ETFs, compared to \$21.8 million included in the year ended December 31, 2012.

The average value of assets in ETFs linked to MSCI equity indexes in the aggregate decreased 6.9% to \$325.0 billion for the year ended December 31, 2013 compared to \$349.1 billion for the year ended December 31, 2012. The switching of the Vanguard ETFs was completed by the end of June 2013. The average value of assets related to the Vanguard ETFs was \$29.8 billion and \$122.1 billion for the years ended December 31, 2013 and 2012, respectively.

As of December 31, 2013, the value of assets in ETFs linked to MSCI equity indexes was \$332.9 billion, representing a decrease of 17.3% from \$402.3 billion as of December 31, 2012. Of the \$332.9 billion of assets in ETFs linked to MSCI equity indexes as of December 31, 2013, 53.0% were linked to indexes related to developed markets outside of the U.S., 27.7% were linked to emerging market indexes, 14.4% were linked to U.S. market indexes and 4.9% were linked to other global indexes.

The following table sets forth the value of assets in ETFs linked to MSCI indexes and the sequential change of such assets as of the periods indicated:

	Period Ended							
	2012				2013			
	March 31	June 30	September 30	December 31	March 31	June 30	September 30	December 31
AUM in ETFs linked to MSCI Indexes	\$ 354.7	\$ 327.4	\$ 363.7	\$ 402.3	\$ 357.3	\$ 269.7	\$ 302.6	\$ 332.9
Sequential Change in Value	(amounts in billions)							
Market Appreciation/(Depreciation)	\$ 37.9	\$ (27.6)	\$ 21.1	\$ 12.7	\$ 16.0	\$ (13.2)	\$ 20.2	\$ 10.9
Cash Inflow/(Outflow)	15.2	0.3	15.2	25.9	(61.0) ⁽¹⁾	(74.4) ⁽¹⁾	12.7	19.4
Total Change	\$ 53.1	\$ (27.3)	\$ 36.3	\$ 38.6	\$ (45.0)	\$ (87.6)	\$ 32.9	\$ 30.3

Source: Bloomberg and MSCI

⁽¹⁾ Includes the loss of \$82.8 billion and \$74.8 billion of AUM related to certain Vanguard ETFs as of March 31, 2013 and June 30, 2013, respectively.

The historical values of the assets in ETFs linked to our indexes as of the last day of the month and the monthly average balance can be found under the link "AUM in ETFs Linked to MSCI Indexes" on our website at <http://ir.msci.com>. This information is updated on the second U.S. business day of each month. Information contained on our website is not incorporated by reference into this Annual Report on Form 10-K or any other report filed with the SEC.

Revenues related to risk management analytics products increased \$19.1 million, or 7.3%, to \$279.4 million for the year ended December 31, 2013 compared to \$260.3 million for the year ended December 31, 2012. The increase in risk management analytics revenues was driven primarily by the increases in revenues attributable to our RiskManager and Hedge Platform products, as well as by the impact of revenues attributable to InvestorForce. Excluding the impact of revenues attributable to InvestorForce, revenues grew by 3.9%.

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Revenues related to portfolio management analytics products decreased 9.2% to \$105.5 million for the year ended December 31, 2013 compared to \$116.1 million for the year ended December 31, 2012. The decrease in revenues was the result of lower sales and elevated cancellations of equity analytics products in prior periods.

Revenues from energy and commodity analytics products increased \$3.3 million, or 36.6%, to \$12.4 million for the year ended December 31, 2013 compared to \$9.1 million for the year ended December 31, 2012. Excluding the impact of the \$5.2 million revenue adjustment recorded during the year ended December 31, 2012, revenues from our energy and commodity analytics products would have decreased \$1.9 million compared to the year ended December 31, 2012.

Revenues related to our governance products decreased 0.7% to \$122.3 million for the year ended December 31, 2013 compared to \$123.2 million for the year ended December 31, 2012. The loss of the CFRA product line revenues was only partially offset by the growth in our executive compensation data and analytics products. Excluding the impact of revenues attributable to the CFRA product line, revenues from governance products grew by 5.6%.

Operating Expenses

Operating expenses increased \$61.0 million, or 10.1%, to \$664.2 million for the year ended December 31, 2013 compared to \$603.2 million for the year ended December 31, 2012. The \$61.0 million increase primarily reflects higher compensation costs.

The following table shows operating expenses by each of the categories:

	Years Ended		Increase/(Decrease)	
	December 31, 2013	December 31, 2012		
	(in thousands)			
Cost of services:				
Compensation and benefits	\$ 243,725	\$ 216,018	\$27,707	12.8%
Non-compensation expenses	84,586	72,057	12,529	17.4%
Total cost of services	328,311	288,075	40,236	14.0%
Selling, general and administrative:				
Compensation and benefits	175,945	157,185	18,760	11.9%
Non-compensation expenses	79,400	75,998	3,402	4.5%
Total selling, general and administrative	255,345	233,183	22,162	9.5%
Restructuring	—	(51)	51	(100.0%)
Amortization of intangible assets	58,203	63,298	(5,095)	(8.0%)
Depreciation of property, equipment and leasehold improvements	22,302	18,700	3,602	19.3%
Total operating expenses	<u>\$ 664,161</u>	<u>\$ 603,205</u>	<u>\$60,956</u>	10.1%
Compensation and benefits	\$ 419,670	\$ 373,203	\$46,467	12.5%
Non-compensation expenses	163,986	148,055	15,931	10.8%
Restructuring	—	(51)	51	(100.0%)
Amortization of intangible assets	58,203	63,298	(5,095)	(8.0%)
Depreciation of property, equipment and leasehold improvements	22,302	18,700	3,602	19.3%
Total operating expenses	<u>\$ 664,161</u>	<u>\$ 603,205</u>	<u>\$60,956</u>	10.1%

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Compensation and benefits expenses represent the majority of our expenses across all of our operating functions and have typically represented approximately 60% of our total operating expenses. These costs generally contribute to the majority of our expense increases from period to period, reflecting increased compensation and benefits expenses for current staff and increased staffing levels. As of December 31, 2013, the number of employees increased by 502 to 3,261 from 2,759 on December 31, 2012, reflecting the addition of InvestorForce and increased staffing levels, partially offset by the sale of the CFRA product line. Continued growth of our emerging market centers around the world is an important factor in our ability to manage and control the growth of our compensation and benefit expenses. Approximately 46.6% and 40.6% of our employees were located in emerging market centers as of December 31, 2013 and 2012, respectively.

Compensation and benefits costs for the year ended December 31, 2013, were \$419.7 million, an increase of \$46.5 million, or 12.5%, compared to \$373.2 million for the year ended December 31, 2012. The increase in compensation and benefits costs primarily reflects \$51.7 million of increased costs related to current staff and increased staffing levels, partially offset by \$4.1 million of lower severance costs, \$0.9 million of lower post-retirement and other expenses and \$0.2 million of lower stock-based compensation expenses.

Non-compensation expenses for the year ended December 31, 2013 were \$164.0 million, an increase of \$15.9 million, or 10.8%, compared to \$148.1 million for the year ended December 31, 2012. The increased costs associated with the IPD and InvestorForce acquisitions, in addition to increased travel, marketing costs and expenses as a result of the previously announced decision to explore strategic alternatives for our Governance segment, were partially offset by lower transaction-related expenses, information technology, other taxes and occupancy costs. The impact of the \$3.8 million lease exit charge associated with vacating our 88 Pine Street office space in New York (the "Lease Exit Charge") recognized in the year ended December 31, 2012 compared to a corresponding benefit of \$0.4 million recognized in the year ended December 31, 2013 also decreased non-compensation expenses year over year.

Cost of Services

For the year ended December 31, 2013, total cost of services increased \$40.2 million, or 14.0%, to \$328.3 million compared to \$288.1 million for the year ended December 31, 2012.

Within cost of services, compensation and benefits expenses for the year ended December 31, 2013 increased \$27.7 million, or 12.8%, to \$243.7 million compared to \$216.0 million for the year ended December 31, 2012. The increase in compensation and benefits expenses was primarily impacted by the acquisitions of IPD and InvestorForce and an overall increase in staffing levels. Partially offsetting this were lower post-retirement and other expenses and lower severance costs.

Within cost of services, non-compensation expenses for the year ended December 31, 2013 increased \$12.5 million, or 17.4%, to \$84.6 million compared to \$72.1 million for the year ended December 31, 2012. The increase was primarily driven by the acquisitions of IPD and InvestorForce, partially offset by the impact of the Lease Exit Charge recognized in the year ended December 31, 2012 compared to a corresponding benefit recognized in the year ended December 31, 2013.

Selling, General and Administrative

SG&A expenses increased 9.5% to \$255.3 million for the year ended December 31, 2013 compared to \$233.2 million for the year ended December 31, 2012.

Within SG&A, compensation and benefits expenses increased 11.9% to \$175.9 million for the year ended December 31, 2013 compared to \$157.2 million for the year ended December 31, 2012. Similar to compensation and benefits expenses in cost of services, the increase was primarily impacted by the acquisition of IPD and InvestorForce and an overall increase in staffing levels. Partially offsetting this were lower severance costs and lower equity compensation costs.

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Within SG&A, non-compensation expenses for the year ended December 31, 2013 increased \$3.4 million, or 4.5%, to \$79.4 million compared to \$76.0 million for the year ended December 31, 2012. The increase was primarily the result of increased costs associated with the IPD and InvestorForce acquisitions, along with expenses as a result of the previously announced decision to explore strategic alternatives for our Governance segment. This more than offset the lower transaction-related expenses, the impact of the Lease Exit Charge recognized in the year ended December 31, 2012 compared to a corresponding benefit recognized in the year ended December 31, 2013, other taxes and information technology costs.

Within SG&A, selling expenses increased 11.2% to \$106.2 million and general and administrative expenses increased 8.3% to \$149.1 million for the year ended December 31, 2013.

Amortization of Intangibles

For the year ended December 31, 2013, amortization of intangibles expense totaled \$58.2 million compared to \$63.3 million for the year ended December 31, 2012. The decrease primarily resulted from a portion of the intangible assets becoming fully amortized since the prior period, partially offset by the increased amortization of intangible assets resulting from the IPD and InvestorForce acquisitions.

Depreciation and amortization of property, equipment and leasehold improvements

For the years ended December 31, 2013 and 2012, depreciation and amortization of property, equipment and leasehold improvements totaled \$22.3 million and \$18.7 million, respectively. The increase was related to the impact of increased depreciation from the IPD and InvestorForce acquisitions, as well as the depreciation of hardware and software assets acquired to build out data centers in the second half of the year ended December 31, 2012.

Other Expense (Income), Net

Other expense (income), net for the year ended December 31, 2013 was \$25.9 million, a decrease of \$31.6 million, or 55.0%, compared to \$57.5 million for the year ended December 31, 2012. For the year ended December 31, 2012, \$20.6 million of expense was recognized related to the accelerated amortization of existing fees and the immediate recognition of new fees associated with our May 2012 debt refinancing compared to \$1.4 million of expense recognized in the year ended December 31, 2013 associated with our December 2013 debt extension. The remaining difference was primarily the result of the impact on interest expense of lower average outstanding principal on our debt and lower associated interest rates.

Income Taxes

The provision for income tax expense was \$123.1 million and \$105.2 million for the years ended December 31, 2013 and 2012, respectively. These amounts reflect effective tax rates of 35.6% and 36.3% for the years ended December 31, 2013 and 2012, respectively.

The effective tax rate of 35.6% for the year ended December 31, 2013 reflects our operating tax rate adjusted for the impact of certain discrete items, the effect of which was to decrease our operating tax rate by 1.2 percentage points. Included in the discrete items was the benefit associated with the 2012 federal research and development credit, which was reinstated into law as of January 2, 2013, which decreased our effective tax rate for the year ended December 31, 2013 by 0.4 percentage points.

The effective tax rate of 35.6% for the year ended December 31, 2013 was lower than the prior year primarily because of the inclusion of the benefits associated with the federal research and development credit in our provision for income tax expense for the year ended December 31, 2013.

[Table of Contents](#)**Segment Results of Operations**

The table below reflects the results of operations by segment for the years ended December 31, 2013 and 2012:

	Year Ended December 31, 2013			Year Ended December 31, 2012		
	Performance and Risk	Governance	Total	Performance and Risk	Governance	Total
	(in thousands)					
Operating revenues	\$ 913,364	\$ 122,303	\$ 1,035,667	\$ 826,990	\$ 123,151	\$ 950,141
Cost of services	273,821	54,490	328,311	228,072	60,003	288,075
Selling, general and administrative	219,957	35,388	255,345	199,221	33,962	233,183
Restructuring	—	—	—	(32)	(19)	(51)
Amortization of intangible assets	44,798	13,405	58,203	50,017	13,281	63,298
Depreciation expense	18,288	4,014	22,302	15,165	3,535	18,700
Total operating expenses	<u>556,864</u>	<u>107,297</u>	<u>664,161</u>	<u>492,443</u>	<u>110,762</u>	<u>603,205</u>
Operating income	356,500	15,006	371,506	334,547	12,389	346,936
Other expense (income), net			<u>25,885</u>			<u>57,527</u>
Income before provision for income taxes			345,621			289,409
Provision for income taxes			<u>123,064</u>			<u>105,171</u>
Net income			<u>\$ 222,557</u>			<u>\$ 184,238</u>

Performance and Risk

Total operating revenues for the Performance and Risk business increased \$86.4 million, or 10.4%, to \$913.4 million for the year ended December 31, 2013. The increase was primarily driven by higher asset-based fees from our index and ESG products, higher revenues in our equity index benchmark products, growth within our risk management analytics products, partially offset by lower revenues from portfolio management analytics.

Cost of services for the Performance and Risk business increased \$45.7 million, or 20.1%, to \$273.8 million for the year ended December 31, 2013. Within cost of services, compensation and benefits expenses increased \$30.9 million to \$202.4 million primarily driven by higher costs related to current staff and increased staffing levels, which was partially related to the IPD and InvestorForce acquisitions and partly offset by lower severance costs and post-retirement and other expenses. Non-compensation expenses increased \$14.8 million to \$71.4 million. The increased costs are associated with the IPD and InvestorForce acquisitions, as well as higher marketing and travel costs, partially offset by the impact of the lease exit charge recognized in the year ended December 31, 2012 compared to a corresponding benefit recognized in the year ended December 31, 2013.

SG&A expense for the Performance and Risk business increased \$20.7 million, or 10.4%, to \$220.0 million for the year ended December 31, 2013. Within SG&A, compensation and benefits expenses increased \$18.6 million to \$153.0 million primarily as a result of higher costs related to current staff and increased staffing levels, partially related to the IPD and InvestorForce acquisitions, partly offset by lower severance costs. Non-compensation expenses increased \$2.1 million to \$66.9 million. The increased costs associated with the acquisitions more than offset the lower expenses recognized for transaction related and non-recurring costs, the impact of the Lease Exit Charge recognized in the year ended December 31, 2012 compared to a corresponding benefit recognized in the year ended December 31, 2013, information technology costs and other taxes.

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Amortization of intangibles expense for the Performance and Risk business totaled \$44.8 million and \$50.0 million for the years ended December 31, 2013 and 2012, respectively. The decrease primarily resulted from a portion of intangible assets becoming fully amortized since the prior period, partially offset by the increased amortization associated with the intangible assets arising from the IPD and InvestorForce acquisitions.

Depreciation and amortization of property, equipment, and leasehold improvements for the Performance and Risk business totaled \$18.3 million and \$15.2 million for the years ended December 31, 2013 and 2012, respectively. The increase was related to the impact of increased depreciation from the IPD and InvestorForce acquisitions, as well as the depreciation of hardware and software assets acquired to build out data centers in the second half of the year ended December 31, 2012.

Governance

On March 31, 2013, we completed the sale of our CFRA product line, which was a component of the Governance business. The sale was a driver of some of the year-over-year changes in the Governance business' results of operations.

Total operating revenues for the Governance business decreased \$0.8 million, or 0.7%, to \$122.3 million for the year ended December 31, 2013. The loss of the CFRA product line revenues within the Governance business more than offset the growth in executive compensation data and analytics products. Excluding the impact of revenues attributable to the CFRA product line, revenues from governance products grew by 5.6%.

Cost of services for the Governance business decreased \$5.5 million to \$54.5 million for the year ended December 31, 2013. Within cost of services, compensation and benefits expenses decreased \$3.2 million to \$41.3 million primarily as a result of the disposition of the CFRA product line, as well as lower severance costs, partially offset by higher costs related to current staff. Non-compensation expenses decreased \$2.3 million to \$13.2 million primarily resulting from the disposition of the CFRA product line, as well as lower occupancy costs, third-party professional fees, and information technology costs.

SG&A expense for the Governance business increased \$1.4 million to \$35.4 million for the year ended December 31, 2013. Within SG&A, compensation and benefits expenses increased \$0.1 million to \$22.9 million, with higher costs related to current staff more than offsetting the impact of the disposition of the CFRA product line. Non-compensation expenses increased \$1.3 million to \$12.5 million. The increase was primarily related to expenses incurred as a result of the previously announced decision to explore strategic alternatives for our Governance segment, partially offset by the disposition of the CFRA product line.

Amortization of intangibles expense for the Governance business totaled \$13.4 million and \$13.3 million for the years ended December 31, 2013 and 2012, respectively.

Depreciation and amortization of property, equipment, and leasehold improvements for the Governance business totaled \$4.0 million and \$3.5 million for the years ended December 31, 2013 and 2012, respectively.

Results of Operations

Year Ended December 31, 2012 Compared to Year Ended December 31, 2011

	For the Years Ended		Increase/(Decrease)	
	December 31, 2012	December 31, 2011		
	(in thousands, except per share data)			
Operating revenues	\$ 950,141	\$ 900,941	\$49,200	5.5%
Operating expenses:				
Cost of services	288,075	277,147	10,928	3.9%
Selling, general and administrative	233,183	212,972	20,211	9.5%
Restructuring	(51)	3,594	(3,645)	(101.4%)
Amortization of intangible assets	63,298	65,805	(2,507)	(3.8%)
Depreciation and amortization of property, equipment and leasehold improvements	18,700	19,425	(725)	(3.7%)
Total operating expenses	603,205	578,943	24,262	4.2%
Operating income	346,936	321,998	24,938	7.7%
Other expense, net	57,527	58,585	(1,058)	(1.8%)
Provision for income taxes	105,171	89,959	15,212	16.9%
Net income	\$ 184,238	\$ 173,454	\$10,784	6.2%
Earnings per basic common share	\$ 1.50	\$ 1.43	\$ 0.07	4.9%
Earnings per diluted common share	\$ 1.48	\$ 1.41	\$ 0.07	5.0%
Operating margin	36.5%	35.7%		

Operating Revenues

	For the Years Ended		Increase/(Decrease)	
	December 31, 2012	December 31, 2011		
	(in thousands)			
Index and ESG:				
Subscriptions	\$ 300,630	\$ 264,390	\$36,240	13.7%
Asset-based fees	140,883	140,243	640	0.5%
Total index and ESG	441,513	404,633	36,880	9.1%
Risk management analytics	260,276	243,570	16,706	6.9%
Portfolio management analytics	116,133	118,889	(2,756)	(2.3%)
Energy and commodity analytics	9,068	14,263	(5,195)	(36.4%)
Governance	123,151	119,586	3,565	3.0%
Total operating revenues	\$ 950,141	\$ 900,941	\$49,200	5.5%
Recurring subscriptions	\$ 784,331	732,473	51,858	7.1%
Asset-based fees	140,883	135,981	4,902	3.6%
Non-recurring revenue	24,927	32,487	(7,560)	(23.3%)
Total operating revenues	\$ 950,141	\$ 900,941	\$49,200	5.5%

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Total operating revenues for the year ended December 31, 2012 increased \$49.2 million, or 5.5%, to \$950.1 million compared to \$900.9 million for the year ended December 31, 2011.

Revenues related to index and ESG products increased \$36.9 million, or 9.1%, to \$441.5 million for the year ended December 31, 2012 compared to \$404.6 million for the year ended December 31, 2011.

Subscription revenues from the index and ESG products increased \$36.2 million, or 13.7%, to \$300.6 million for the year ended December 31, 2012 compared to \$264.4 million for the year ended December 31, 2011. The increase was substantially attributable to growth in our core benchmark products.

Asset-based fee revenues attributable to the index and ESG products increased 0.5% to \$140.9 million for the year ended December 31, 2012 compared to \$140.2 million for the year ended December 31, 2011. The average value of assets in ETFs linked to MSCI equity indexes in the aggregate increased 4.7% to \$349.1 billion for the year ended December 31, 2012 compared to \$333.5 billion for the year ended December 31, 2011. As of December 31, 2012, the value of assets in ETFs linked to MSCI equity indexes was \$402.3 billion, representing an increase of 33.4% from \$301.6 billion as of December 31, 2011.

Of the \$402.3 billion of assets in ETFs linked to MSCI equity indexes as of December 31, 2012, 40.6% were linked to emerging market indexes, 32.8% were linked to developed markets outside of the U.S., 23.4% were linked to U.S. market indexes and 3.2% were linked to other global indexes.

The following table sets forth the value of assets in ETFs linked to MSCI indexes and the sequential change of such assets as of the periods indicated:

	Period Ended							
	2011				2012			
	March 31	June 30	September 30	December 31	March 31	June 30	September 30	December 31
AUM in ETFs linked to MSCI Indexes	\$ 350.1	\$ 360.5	\$ 290.1	\$ 301.6	\$ 354.7	\$ 327.4	\$ 363.7	\$ 402.3
Sequential Change in Value	(amounts in billions)							
Market Appreciation/(Depreciation)	\$ 10.1	\$ (3.8)	\$ (70.4)	\$ 10.5	\$ 37.9	\$ (27.6)	\$ 21.1	\$ 12.7
Cash Inflow/(Outflow)	6.7	14.2	—	1.0	15.2	0.3	15.2	25.9
Total Change	\$ 16.8	\$ 10.4	\$ (70.4)	\$ 11.5	\$ 53.1	\$ (27.3)	\$ 36.3	\$ 38.6

Source: Bloomberg and MSCI

Revenues related to risk management analytics products increased \$16.7 million, or 6.9%, to \$260.3 million for the year ended December 31, 2012 compared to \$243.6 million for the year ended December 31, 2011. The growth is primarily driven by increased sales of our BarraOne and RiskManager products.

Revenues related to portfolio management analytics products decreased \$2.8 million, or 2.3%, to \$116.1 million for the year ended December 31, 2012 compared to \$118.9 million for the year ended December 31, 2011. Within the portfolio management analytics products, equity portfolio analytics tools decreased \$1.7 million to \$112.6 million and fixed income analytics tools decreased \$1.1 million to \$3.5 million.

Revenues from energy and commodity analytics products decreased 36.4% to \$9.1 million for the year ended December 31, 2012 compared to \$14.3 million for the year ended December 31, 2011. Excluding the

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impact of the \$5.2 million revenue adjustment recorded during the year ended December 31, 2012, revenues from our energy and commodity analytics products would have been flat compared to the year ended December 31, 2011.

Governance products were up \$3.6 million, or 3.0%, to \$123.2 million for the year ended December 31, 2012 compared to \$119.6 million for the year ended December 31, 2011 driven by higher revenues from our compensation and advisory products and services.

Operating Expenses

Operating expenses increased 4.2% to \$603.2 million for the year ended December 31, 2012 compared to \$578.9 million for the year ended December 31, 2011. The \$24.3 million increase primarily reflects higher compensation costs.

The following table shows operating expenses by each of the categories:

	Years Ended		Increase/(Decrease)	
	December 31, 2012	November 30, 2011		
	(in thousands)			
Cost of services:				
Compensation and benefits	\$ 216,018	\$ 202,597	\$13,421	6.6%
Non-compensation expenses	72,057	74,550	(2,493)	(3.3%)
Total cost of services	288,075	277,147		3.9%
Selling, general and administrative:				
Compensation and benefits	157,185	143,490	13,695	9.5%
Non-compensation expenses	75,998	69,482	6,516	9.4%
Total selling, general and administrative	233,183	212,972	20,211	9.5%
Restructuring	(51)	3,594	(3,645)	(101.4%)
Amortization of intangible assets	63,298	65,805	(2,507)	(3.8%)
Depreciation of property, equipment and leasehold improvements	18,700	19,425	(725)	(3.7%)
Total operating expenses	\$ 603,205	\$ 578,943	\$24,262	4.2%
Compensation and benefits	\$ 373,203	\$ 346,087	\$27,116	7.8%
Non-compensation expenses	148,055	144,032	4,023	2.8%
Restructuring	(51)	3,594	(3,645)	(101.4%)
Amortization of intangible assets	63,298	65,805	(2,507)	(3.8%)
Depreciation of property, equipment and leasehold improvements	18,700	19,425	(725)	(3.7%)
Total operating expenses	\$ 603,205	\$ 578,943	\$24,262	4.2%

As of December 31, 2012, the number of employees increased by 330 to 2,759 from 2,429 on December 31, 2011, primarily related to the acquisition of IPD. Approximately 40.6% and 39.2% of our employees were located in emerging market centers as of December 31, 2012 and 2011, respectively.

Compensation and benefits costs for the year ended December 31, 2012, were \$373.2 million, an increase of \$27.1 million, or 7.8%, compared to \$346.1 million for year ended December 31, 2011. The increase in compensation and benefits costs primarily reflects \$22.8 million of increased costs related to staffing levels and \$10.5 million of increased post-retirement and other costs, partially offset by \$6.2 million of decreased stock based compensation costs.

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Included in compensation and benefits costs, stock based compensation expense for the year ended December 31, 2012 was \$24.7 million, a decrease of 20.0% compared to \$30.9 million for the year ended December 31, 2011. The decrease was primarily caused by lower expense associated with the amortization of restricted stock units and options awarded to certain of our employees in connection with our initial public offering in November 2007 (the “Founders Grant Award”) and a decrease associated with the equity award granted in June 2010 to certain employees in connection with the RiskMetrics acquisition (the “Performance Award”). The decrease in the expense related to the Founders Grant Award is attributable to the award’s final vesting that occurred in November 2011. Approximately \$3.0 million of the stock based compensation expense was related to the Founders Grant Award for the year ended December 31, 2011. For the years ended December 31, 2012 and 2011, \$1.8 million and \$4.9 million, respectively, of the stock-based compensation expense was associated with the Performance Award.

Non-compensation expenses for the year ended December 31, 2012 were \$148.1 million, an increase of 2.8%, compared to \$144.0 million for the year ended December 31, 2011. The increase was driven primarily by the impact of recording the lease exit charge.

Cost of Services

For the year ended December 31, 2012, total cost of services increased 3.9% to \$288.1 million compared to \$277.1 million for the year ended December 31, 2011.

Within cost of services, compensation and benefits expenses for the year ended December 31, 2012 increased \$13.4 million, or 6.6%, to \$216.0 million compared to \$202.6 million for the year ended December 31, 2011. The increase in compensation and benefits costs primarily reflects increased costs related to current staff and increased staffing levels, higher severance costs and increased post-retirement and other costs, partially offset by decreased stock based compensation costs.

Within cost of services, non-compensation expenses for the year ended December 31, 2012 decreased 3.3% to \$72.1 million compared to \$74.5 million for the year ended December 31, 2011. The decrease was largely due to lower travel costs, market data costs, recruiting costs and outside professional fees, partially offset by the Lease Exit Charge.

Selling, General and Administrative

SG&A expenses increased \$20.2 million, or 9.5%, to \$233.2 million for the year ended December 31, 2012 compared to \$213.0 million for the year ended December 31, 2011.

Within SG&A, compensation and benefits expenses increased \$13.7 million, or 9.5%, to \$157.2 million for the year ended December 31, 2012 compared to \$143.5 million for the year ended December 31, 2011. The increase in compensation and benefits costs primarily reflects increased costs related to current staff and increased staffing levels and increased post-retirement and other costs, partially offset by decreased stock based compensation costs.

Within SG&A, non-compensation expenses for the year ended December 31, 2012 increased \$6.5 million, or 9.4%, to \$76.0 million compared to \$69.5 million for the year ended December 31, 2011. The increase was primarily the result of higher occupancy costs, including the Lease Exit Charge.

Within SG&A, selling expenses increased 6.5% to \$95.5 million and general and administrative expenses increased 11.7% to \$137.7 million for the year ended December 31, 2012.

Restructuring

There was less than \$0.1 million of restructuring benefits recognized during the year ended December 31, 2012, relating to adjustments made for costs accrued for the elimination of overlapping positions. Restructuring expense was \$3.6 million for the year ended December 31, 2011. Approximately \$0.7 million of the 2011 expense was associated with the elimination of overlapping positions and \$2.9 million of the expense was associated with eliminating duplicative occupancy costs.

Amortization of Intangibles

For the year ended December 31, 2012, amortization of intangibles expense totaled \$63.3 million compared to \$65.8 million for the year ended December 31, 2011. The decrease was the result of a portion of the intangible assets becoming fully amortized during the year ended December 31, 2012.

Depreciation and amortization of property, equipment and leasehold improvements

For the years ended December 31, 2012 and 2011, depreciation and amortization of property, equipment and leasehold improvements totaled \$18.7 million and \$19.4 million, respectively. The decrease was primarily related to the impact of eliminating certain assets associated with duplicative occupancy and certain information technology assets becoming fully depreciated, partially offset by the increased depreciation associated with the build-out and occupancy of our new offices in New York and Maryland.

Other Expense (Income), Net

Other expense (income), net for the year ended December 31, 2012 was \$57.5 million, a decrease of \$1.1 million compared to \$58.6 million for the year ended December 31, 2011. The decrease was primarily the result of the impact on interest expense of lower average outstanding principal on our debt and lower associated interest rates, partially offset by the accelerated recognition of deferred financing costs as a result of our refinancing activities.

Income Taxes

The provision for income tax expense was \$105.2 million and \$90.0 million for the years ended December 31, 2012 and 2011, respectively. These amounts reflect effective tax rates of 36.3% and 34.2% for the years ended December 31, 2012 and 2011, respectively.

The effective tax rate of 36.3% for the year ended December 31, 2012 reflects our operating tax rate and the impact of the settlement of tax issues with Morgan Stanley which increased the rate by 0.5 percentage points, non-deductible transaction costs related to the acquisition of IPD which increased the rate by 0.2 percentage points and other discrete items which increased the rate by 0.2 percentage points.

The effective tax rate of 34.2% for the year ended December 31, 2011 reflected our operating tax rate and the impact of the change in our intention to permanently reinvest the undistributed earnings of three of our foreign operations which decreased the rate by 1.1 percentage points, the benefit of the federal research and development credit which decreased the rate by 0.5 percentage points and other discrete items which decreased the rate by 0.4 percentage points.

Segment Results of Operations

The table below reflects the results of operations by segment for the years ended December 31, 2012 and December 31, 2011:

	Year Ended December 31, 2012			Year Ended December 31, 2011		
	Performance and Risk	Governance	Total	Performance and Risk	Governance	Total
	(in thousands)					
Operating revenues	\$ 826,990	\$ 123,151	\$ 950,141	\$ 781,355	\$ 119,586	\$ 900,941
Cost of services	228,072	60,003	288,075	218,048	59,099	277,147
Selling, general and administrative	199,221	33,962	233,183	183,294	29,678	212,972
Restructuring	(32)	(19)	(51)	1,951	1,643	3,594
Amortization of intangible assets	50,017	13,281	63,298	52,414	13,391	65,805
Depreciation expense	15,165	3,535	18,700	15,144	4,281	19,425
Total operating expenses	492,443	110,762	603,205	470,851	108,092	578,943
Operating income	334,547	12,389	346,936	310,504	11,494	321,998
Other expense (income), net			57,527			58,585
Income before provision for income taxes			289,409			263,413
Provision for income taxes			105,171			89,959
Net income			\$ 184,238			\$ 173,454

Performance and Risk

Total operating revenues for the Performance and Risk business increased \$45.6 million, or 5.8%, to \$827.0 million for the year ended December 31, 2012. The increase was primarily driven by higher revenues from our core benchmark indexes, growth within our risk management analytics products and revenues from the IPD acquisition made in November 2012, partially offset by lower revenues from portfolio management analytics products and energy and commodity analytics products.

Cost of services for the Performance and Risk business increased \$10.0 million, or 4.6%, to \$228.1 million for the year ended December 31, 2012. Within cost of services, compensation and benefits expenses increased \$11.5 million to \$171.6 million primarily driven by higher costs related to current staff and increased staffing levels, higher severance costs and higher post-retirement and other costs, partially offset by lower stock-based compensation costs. Non-compensation expenses decreased \$1.5 million to \$56.5 million.

SG&A expense for the Performance and Risk business increased \$15.9 million, or 8.7%, to \$199.2 million for the year ended December 31, 2012. Within SG&A, compensation and benefits expenses increased \$10.5 million to \$134.4 million primarily as a result of higher costs related to current staff and increased staffing levels, higher severance costs and higher post-retirement and other costs, partially offset by lower stock-based compensation expense. Non-compensation expenses increased \$5.4 million to \$64.8 million.

Amortization of intangibles expense for the Performance and Risk business totaled \$50.0 million and \$52.4 million for the years ended December 31, 2012 and 2011, respectively. The decrease was the result of a portion of the intangible assets becoming fully amortized during the year ended December 31, 2012.

Depreciation and amortization of property, equipment, and leasehold improvements for the Performance and Risk business totaled \$15.2 million and \$15.1 million for the years ended December 31, 2012 and 2011, respectively. Increased depreciation was primarily associated with the build-out and occupancy of our new corporate headquarters in New York, partially offset by the impact of eliminating certain assets associated with duplicative occupancy and certain information technology assets becoming fully depreciated.

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Governance

Total operating revenues for the Governance business increased \$3.6 million, or 3.0%, to \$123.2 million for the year ended December 31, 2012. The increase was primarily driven by higher revenues from our compensation and advisory products and services.

Cost of services for the Governance business increased \$0.9 million to \$60.0 million for the year ended December 31, 2012. Within cost of services, compensation and benefits expenses increased \$1.9 million to \$44.5 million primarily as a result of higher costs related to current staff and increased staffing levels, higher severance costs and higher post-retirement and other costs, partially offset by lower stock-based compensation expense. Non-compensation expenses decreased \$1.0 million to \$15.5 million.

SG&A expense for the Governance business increased \$4.3 million to \$34.0 million for the year ended December 31, 2012. Within SG&A, compensation and benefits expenses increased \$3.2 million to \$22.8 million primarily as a result of higher costs related to current staff and increased staffing levels, partially offset by lower stock-based compensation expense. Non-compensation expenses increased \$1.1 million to \$11.2 million.

Amortization of intangibles expense for the Governance business totaled \$13.3 million and \$13.4 million for the years ended December 31, 2012 and 2011, respectively. The decrease was the result of a portion of the intangible assets becoming fully amortized during the year ended December 31, 2012.

Depreciation and amortization of property, equipment, and leasehold improvements for the Governance business totaled \$3.5 million and \$4.3 million for the years ended December 31, 2012 and 2011, respectively. The decrease is primarily related to the impact of eliminating duplicative occupancy related assets and certain information technology assets becoming fully depreciated, partially offset by the increased depreciation associated with the buildout and occupancy of our new offices in Rockville, Maryland.

Liquidity and Capital Resources

We require capital to fund ongoing operations, internal growth initiatives and acquisitions. Our primary sources of liquidity are cash flows generated from our operations, existing cash and cash equivalents and credit capacity under our credit facilities. We intend to use these sources of liquidity to service our existing and future debt obligations and fund our working capital requirements, capital expenditures, investments, acquisitions and repurchases of our common stock. In connection with our business strategy, we regularly evaluate acquisition opportunities. We believe our liquidity, along with other financing alternatives, will provide the necessary capital to fund these transactions and achieve our planned growth.

On June 1, 2010, we entered into the 2010 Credit Facility which was comprised of (i) the 2010 Term Loan and (ii) the 2010 Revolving Credit Facility. On March 14, 2011, we completed the repricing of the 2010 Credit Facility pursuant to Amendment No. 2. Amendment No. 2 provided for the incurrence of the 2011 Term Loan. The proceeds of the 2011 Term Loan, together with cash on hand, were used to repay the remaining outstanding balance of the 2010 Term Loan in full. The 2011 Term Loan was scheduled to mature in March 2017.

On May 4, 2012, we amended and restated our existing senior credit facilities by entering into the Amended and Restated Credit Facility, which consists of the 2012 Term Loan in an aggregate amount of \$880.0 million and the \$100.0 million 2012 Revolving Credit Facility. The proceeds of the Amended and Restated Credit Facility, together with cash on hand, were used to repay the remaining outstanding principal of the then-existing 2011 Term Loan. The 2012 Term Loan and the 2012 Revolving Credit Facility were scheduled to mature on May 4, 2017. In connection with the repayment of the 2011 Term Loan, we terminated our then-existing interest rate swaps and are not required to enter into new interest rate swaps to hedge our debt under the Amended and Restated Credit Facility.

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In March 2013, we made a \$15.0 million prepayment on the 2012 Term Loan.

On December 12, 2013, we entered into Amendment No. 1 to the Amended and Restated Credit Facility (the “New Amended and Restated Credit Facility”), which extended the maturity of the Amended and Restated Credit Facility from May 2017 to December 2018. It also amended the amortization schedule of required debt payments under the 2012 Term Loan. We are required to repay \$5.1 million in quarterly payments over the first two years and \$10.1 million in quarterly payments over the next three years, with the exception of the final payment in December 2018, which will be \$658.1 million (assuming no prepayments).

The effective combined rate on our debt was 2.17% at December 31, 2013.

The obligations under the New Amended and Restated Credit Facility are guaranteed by each of our material direct and indirect wholly-owned domestic subsidiaries, subject to limited exceptions. The obligations under the New Amended and Restated Credit Facility are secured by a lien on substantially all of the equity interests of our present and future material domestic subsidiaries, up to 65% of the equity interests of our first-tier foreign subsidiaries, and substantially all of our and our domestic subsidiaries’ present and future property and assets, subject to certain exceptions.

The New Amended and Restated Credit Facility contains affirmative and restrictive covenants that, among other things, limit our ability and our existing or future subsidiaries’ abilities to:

- incur liens and further negative pledges;
- incur additional indebtedness or prepay, redeem or repurchase indebtedness;
- make loans or hold investments;
- merge, dissolve, liquidate, consolidate with or into another person;
- enter into acquisition transactions;
- make capital expenditures;
- issue disqualified capital stock;
- sell, transfer or dispose of assets;
- pay dividends or make other distributions in respect of our capital stock or engage in stock repurchases, redemptions and other restricted payments;
- create new subsidiaries;
- permit certain restrictions affecting our subsidiaries;
- change the nature of our business, accounting policies or fiscal periods;
- enter into any transactions with affiliates other than on an arm’s length basis; and
- amend our organizational documents or amend, modify or change the terms of certain agreements relating to our indebtedness.

The New Amended and Restated Credit Facility also contains customary events of default, including those relating to non-payment, breach of representations, warranties or covenants, cross-default and cross-acceleration, bankruptcy and insolvency events, invalidity or impairment of loan documentation or collateral, change of control and customary ERISA defaults. None of the restrictions above are expected to impact our ability to effectively operate the business.

The New Amended and Restated Credit Facility also requires us and our subsidiaries to achieve financial and operating results sufficient to maintain compliance with the following financial ratios on a consolidated basis

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through the termination of the New Amended and Restated Credit Facility: (1) the maximum Consolidated Leverage Ratio (as defined in the New Amended and Restated Credit Facility) measured quarterly on a rolling four-quarter basis shall not exceed 3.25:1.00 and (2) the minimum Consolidated Interest Coverage Ratio (as defined in the New Amended and Restated Credit Facility) measured quarterly on a rolling four-quarter basis shall be at least 5.00:1.00. As of December 31, 2013, our Consolidated Leverage Ratio (as defined in the New Amended and Restated Credit Facility) was 1.69:1.00 and our Consolidated Interest Coverage Ratio (as defined in the New Amended and Restated Credit Facility) was 23.48:1.00.

Cash Flows

	As of	
	December 31, 2013	December 31, 2012
Cash and cash equivalents	\$ 358,434	\$ 183,309

Cash provided by (used in) operating, investing, and financing activities

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
	(in thousands)		
Net cash provided by operating activities	\$ 320,447	\$ 347,075	\$ 254,997
Net cash provided by (used in) investing activities	\$ 4,121	\$ (94,361)	\$ (90,611)
Net cash used in financing activities	\$ (145,848)	\$ (322,976)	\$ (177,994)
Effect of exchange rates on cash and cash equivalents	\$ (3,595)	\$ 1,360	\$ (3,604)
Net increase (decrease) in cash and cash equivalents	<u>\$ 175,125</u>	<u>\$ (68,902)</u>	<u>\$ (17,212)</u>

Cash and cash equivalents

Cash and cash equivalents were \$358.4 million and \$183.3 million as of December 31, 2013 and 2012, respectively. As of December 31, 2013 and 2012, \$95.6 million and \$83.5 million, respectively, of the cash and cash equivalents were held by foreign subsidiaries, which could be subject to U.S. federal income taxation on repatriation to the U.S. and some of which could be subject to local country taxes if repatriated to the U.S. In addition, repatriation of some foreign cash is further restricted by local laws.

No short-term investments were held as of December 31, 2013. Short-term investments were \$70.9 million as of December 31, 2012. All of the short-term investments were held by U.S. corporations and were not subject to repatriation considerations at December 31, 2012.

We believe that domestic cash flows from operations, together with existing cash and cash equivalents, will continue to be sufficient to fund our domestic operating activities and cash commitments for investing and financing activities, such as debt repayment schedules and material capital expenditures, for at least the next 12 months and for the foreseeable future thereafter. In addition, we expect existing foreign cash flows from operations, together with existing cash and cash equivalents, will continue to be sufficient to fund our foreign operating activities for at least the next 12 months and for the foreseeable future thereafter.

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Cash flows from operating activities

Cash flows from operating activities consist of net income adjusted for certain non-cash items and changes in assets and liabilities. Cash provided by operating activities was \$320.4 million and \$347.1 million for the years ended December 31, 2013 and 2012, respectively. The year-over-year decrease primarily reflects a change in the timing of collections of our accounts receivable relative to the prior year, partially offset by higher net income adjusted for certain non-cash items.

Our primary uses of cash from operating activities are for the payment of cash compensation expenses, office rent, technology costs, market data costs, interest expenses and income taxes. The payment of cash for compensation and benefits is historically at its highest level in the first quarter when we pay discretionary employee compensation related to the previous fiscal year.

Cash flows from investing activities

Cash provided by investing activities was \$4.1 million and cash used in investing activities was \$94.4 million for the years ended December 31, 2013 and 2012, respectively. The \$98.5 million year-over-year increase in cash provided by investing activities primarily reflects a decrease in net cash outflows resulting from acquisitions during the year ended December 31, 2013 compared to the year ended December 31, 2012. In the year ended December 31, 2013 we began investing excess cash in money market funds and other similar cash equivalents rather than U.S. Treasury securities and other short-term investments as we had in prior periods.

Cash flows from financing activities

Cash used in financing activities was \$145.8 million and \$323.0 million for the years ended December 31, 2013 and 2012, respectively. The year-over-year decrease primarily reflects lower repayments on our debt, partially offset by higher purchases of treasury shares.

Contractual Obligations

Our contractual obligations consist primarily of leases for office space, leases for equipment and other operating leases, obligations to vendors arising out of market data contracts and obligations arising from borrowings under the New Amended and Restated Credit Facility, as amended. The following summarizes our contractual obligations:

(in thousands)	Total	For The Years Ended December 31,					Thereafter
		2014	2015	2016	2017	2018	
Operating leases	\$ 326,178	32,806	30,918	30,445	28,390	27,308	176,311
Vendor obligations	72,537	37,613	13,570	9,717	9,717	1,920	—
Term loans ⁽¹⁾	890,855	37,662	37,223	56,869	55,990	703,111	—
Total contractual obligations	<u>\$ 1,289,570</u>	<u>108,081</u>	<u>81,711</u>	<u>97,031</u>	<u>94,097</u>	<u>732,339</u>	<u>176,311</u>

⁽¹⁾ Includes term loan principal plus expected interest payments based on the 2.17% interest rate at December 31, 2013.

The obligations related to MSCI's uncertain tax positions have been excluded from the table above because of the uncertainties surrounding the timing and final values of the settlement, if any.

Off-Balance Sheet Arrangements

At December 31, 2013 and 2012, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Recent Accounting Pronouncements

In February 2013, the FASB issued Accounting Standards Update No. 2013-02, “*Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income*,” or ASU 2013-02. The amendments in this update require an entity to provide information about the amounts reclassified from accumulated other comprehensive income by component. In addition, an entity is required to present, either on the face of the income statement or in the notes thereto, significant amounts reclassified from accumulated other comprehensive income by the respective net income line item. This new guidance is to be applied prospectively for interim and annual periods beginning after December 15, 2012. The adoption of ASU 2013-02 did not have a material impact on the Company’s consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update No. 2013-10, “*Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes*,” or ASU 2013-10. The amendments in this update permit the Fed Funds Effective Swap Rate (OIS) to be used as a U.S. benchmark interest rate for hedge accounting purposes under ASC Topic 815, “*Derivatives and Hedging*,” in addition to the interest rates on direct Treasury obligations of the U.S. government and LIBOR. The amendments also remove the restriction on using different benchmark rates for similar hedges. This new guidance is to be applied prospectively for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013. The adoption of ASU 2013-10 is not expected to have a material impact on the Company’s consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update No. 2013-11, “*Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*” or ASU 2013-11. The amendments in this update require that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except under a few limited circumstances. The amendments in this update do not require new recurring disclosures. This new guidance is to be applied prospectively for interim and annual periods beginning after December 15, 2013. The adoption of ASU 2013-11 is not expected to have a material impact on the Company’s consolidated financial statements.

Item 7A. Qualitative and Quantitative Disclosures About Market Risk

Foreign Currency Risk

We are subject to foreign currency exchange fluctuation risk. Exchange rate movements can impact the U.S. dollar reported value of our revenues, expenses, assets and liabilities denominated in non-U.S. dollar currencies or where the currency of such items is different than the functional currency of the entity where these items were recorded.

For all operations outside the United States where the Company has designated the local non-U.S. dollar currency as the functional currency, revenue and expenses are translated using average monthly exchange rates and assets and liabilities are translated into U.S. dollars using month-end exchange rates. For these operations, currency translation adjustments arising from a change in the rate of exchange between the functional currency and the U.S. dollar are accumulated in a separate component of shareholders’ equity. In addition, transaction

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gains and losses arising from a change in exchange rates for transactions denominated in a currency other than the functional currency of the entity are reflected in non-operating “Other expense (income), net” in our Consolidated Statement of Income.

A significant percentage of our revenues from our index-linked investment products are based on fees earned on the value of assets invested in securities denominated in currencies other than the U.S. dollar. Revenues from index-linked investment products represented 14.4% and 14.8% of operating revenues for the years ended December 31, 2013 and 2012, respectively. While our fees for index-linked investment products are generally invoiced in U.S. dollars, the fees are based on the investment product’s assets, a significant percentage of which are invested in securities denominated in currencies other than the U.S. dollar. Accordingly, declines in such other currencies against the U.S. dollar will decrease the fees payable to us under such licenses. In addition, declines in such currencies against the U.S. dollar could impact the attractiveness of such investment products resulting in net fund outflows, which would further reduce the fees payable under such licenses.

We generally invoice our clients in U.S. dollars; however, we invoice a portion of our clients in Euros, British pounds sterling, Japanese yen and a limited number of other non-U.S. dollar currencies. For the years ended December 31, 2013 and 2012, 15.1% and 12.6%, respectively, of our operating revenues were invoiced in currencies other than U.S. dollars. For the year ended December 31, 2013, 53.9% of our foreign currency revenues were in Euros, 22.9% were in British pounds sterling and 13.0% were in Japanese yen. For the year ended December 31, 2012, 58.3% of our foreign currency revenues were in Euros, 21.8% were in Japanese yen and 12.1% were in British pounds sterling.

We are exposed to additional foreign currency risk in certain of our operating costs. Approximately 42.8% and 34.5% of our operating expenses for the years ended December 31, 2013 and 2012, respectively, were denominated in foreign currencies, the significant majority of which were denominated in British pounds sterling, Euros, Swiss francs, Indian rupees, Hungarian forints, Hong Kong dollars and Mexican pesos. Expenses incurred in foreign currency may increase as we expand our business outside the U.S.

We have certain assets and liabilities denominated in currencies other than local functional amounts and when these balances are remeasured into their local functional currency, a gain or loss results from the change in value of the functional currency. We manage foreign currency exchange rate risk, in part, through the use of derivative financial instruments comprised principally of forward contracts on foreign currency which are not designated as hedging instruments for accounting purposes. The objective of the derivative instruments is to minimize the income statement impact associated with intercompany loans that are denominated in certain foreign currencies. As a result of these positions, we recognized foreign currency exchange losses of \$2.4 million and \$2.6 million for the years ended December 31, 2013 and 2012, respectively, and foreign currency exchange gains of \$1.1 million for the year ended December 31, 2011.

Interest Rate Sensitivity

We had unrestricted cash and cash equivalents totaling \$358.4 million and \$183.3 million at December 31, 2013 and 2012, respectively. These amounts were held primarily in checking and money market accounts in the countries where we maintain banking relationships. The unrestricted cash and cash equivalents are held for working capital purposes. At December 2012, we had invested \$70.9 million in debt securities with maturity dates ranging from 91 to 360 days from the date of purchase. We do not enter into investments for trading or speculative purposes. We believe we do not have any material exposure to changes in fair value as a result of changes in interest rates related to these positions. Declines in interest rates, however, will reduce future interest income.

Borrowings under the 2012 Term Loan bear interest at a rate equal to the sum of LIBOR and a margin of 2.00%, which margin will be subject to adjustment based on our leverage ratio. As of December 31, 2013, the 2012 Term Loan, as amended, bore interest at 2.17%. Assuming an average of \$802.4 million of variable rate debt outstanding, a hypothetical 100 basis point increase in LIBOR for a one year period would result in \$8.0 million of additional interest rate expense.

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Item 8. Financial Statements and Supplementary Data

The information required by this Item is set forth beginning on page F-1 of this Annual Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

(a). Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") as appropriate, to allow timely decisions regarding required disclosure.

Management of the Company, with the participation of its CEO and CFO, evaluated the effectiveness of the Company's disclosure controls and procedures. Based on their evaluation, as of the end of the period covered by this Annual Report on Form 10-K, the Company's CEO and CFO have concluded that the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) were effective.

(b). Management's Annual Report On Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles ("GAAP") and includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of our assets,
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of our financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of management and directors of the Company, and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance and may not prevent or detect misstatements or all occurrences of error or fraud. Further, because of changes in conditions, effectiveness of internal controls over financial reporting may vary over time. Our system contains self-monitoring mechanisms, and actions are taken to correct deficiencies as they are identified.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2013 based on the criteria described in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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Based on this assessment, management, including the Company's CEO and CFO, concluded that, as of December 31, 2013, our internal control over financial reporting was effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Our independent registered public accounting firm has audited and issued a report on the effectiveness of our internal control over financial reporting as of December 31, 2013, which appears below.

(c). Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter ended December 31, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

(d). Report of Independent Registered Accounting Firm

To the Board of Directors and Shareholders of MSCI Inc.:

We have audited the internal control over financial reporting of MSCI Inc. and subsidiaries (the "Company") as of December 31, 2013, based on criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the

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effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated statement of financial condition of the Company as of December 31, 2013 and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for the year ended December 31, 2013 of the Company and our report dated February 28, 2014 expressed an unqualified opinion on those financial statements.

/s/ DELOITTE & TOUCHE LLP
New York, New York
February 28, 2014

Item 9B. Other Information

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement, which will be filed no later than 120 days after December 31, 2013.

Information regarding our Code of Ethics and Business Conduct and Corporate Governance Policy are incorporated herein by reference from our Proxy Statement, which will be filed no later than 120 days after December 31, 2013. Any amendments to, or waivers from, a provision of our Codes of Ethics that apply to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions and that relates to any element of the Code of Ethics enumerated in paragraph (b) of Item 406 of Regulation S-K shall be disclosed by posting such information on our website at www.msci.com. The information on our website is not and should not be considered a part of this Annual Report on Form 10-K.

Item 11. *Executive Compensation*

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement, which will be filed no later than 120 days after December 31, 2013.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement, which will be filed no later than 120 days after December 31, 2013. The information provided under “Item 5.—Market for Registrant’s Common Equity, Related Stockholder Matters And Issuer Purchases of Equity Securities” of this Annual Report on Form 10-K is incorporated by reference herein.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement, which will be filed no later than 120 days after December 31, 2013.

Item 14. *Principal Accounting Fees and Services*

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement, which will be filed no later than 120 days after December 31, 2013.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements

The financial statements begin on page F-1 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules

No financial statement schedules are provided because the information called for is not applicable or not required or is included in the consolidated financial statements or the notes thereto beginning on page F-1 of this Annual Report on Form 10-K.

(a)(3) Exhibits

The information required by this Item is set forth on the exhibit index that begins on page EX-1 of this Annual Report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

MSCI INC.

By: /s/ HENRY A. FERNANDEZ

Name: Henry A. Fernandez

Title: Chairman, Chief Executive Officer and President

Date: February 28, 2014

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert Qutub, Gary Retelny, Frederick W. Bogdan and Cecilia Aza, and each or any one of them, his or her true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in the capacities indicated below, to sign any and all amendments to this Annual Report on Form 10-K and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming his or her signatures as they may be signed by his or her said attorneys-in-fact and agents, or their substitute or substitutes, to any and all amendments to this Annual Report on Form 10-K.

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ HENRY A. FERNANDEZ</u> Henry A. Fernandez	Chairman, Chief Executive Officer, and President (principal executive officer)	February 28, 2014
<u>/s/ ROBERT QUTUB</u> Robert Qutub	Chief Financial Officer (principal financial officer)	February 28, 2014
<u>/s/ RICHARD J. NAPOLITANO</u> Richard J. Napolitano	Global Controller (principal accounting officer)	February 28, 2014
<u>/s/ ROBERT G. ASHE</u> Robert G. Ashe	Director	February 28, 2014
<u>/s/ BENJAMIN F. DUPONT</u> Benjamin F. DuPont	Director	February 28, 2014
<u>/s/ ALICE W. HANDY</u> Alice W. Handy	Director	February 28, 2014

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> <i>/s/</i> CATHERINE R. KINNEY Catherine R. Kinney	Director	February 28, 2014
<hr/> <i>/s/</i> LINDA H. RIEFLER Linda H. Riefler	Director	February 28, 2014
<hr/> <i>/s/</i> GEORGE W. SIGULER George W. Siguler	Director	February 28, 2014
<hr/> <i>/s/</i> PATRICK TIERNEY Patrick Tierney	Director	February 28, 2014
<hr/> <i>/s/</i> RODOLPHE M. VALLEE Rodolphe M. Vallee	Director	February 28, 2014

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of MSCI Inc.:

We have audited the accompanying consolidated statements of financial condition of MSCI Inc. and subsidiaries (the “Company”) as of December 31, 2013 and 2012, and the related consolidated statements of income, comprehensive income, shareholders’ equity, and cash flows for each of the three years in the period ended December 31, 2013. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of MSCI Inc. and subsidiaries as of December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 28, 2014 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP
New York, New York
February 28, 2014

MSCI INC.
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION

	As of	
	December 31, 2013	December 31, 2012
	(in thousands, except per share and share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 358,434	\$ 183,309
Short-term investments	—	70,898
Accounts receivable (net of allowances of \$1,280 and \$964 at December 31, 2013 and 2012, respectively)	169,490	153,557
Deferred taxes	52,888	49,552
Prepaid income taxes	27,333	32,431
Prepaid and other assets	28,890	25,088
Total current assets	637,035	514,835
Property, equipment and leasehold improvements (net of accumulated depreciation of \$75,371 and \$59,078 at December 31, 2013 and 2012, respectively)	85,588	67,419
Goodwill	1,798,821	1,783,410
Intangible assets (net of accumulated amortization of \$374,377 and \$316,099 at December 31, 2013 and 2012, respectively)	595,707	641,074
Other non-current assets	17,386	12,901
Total assets	\$3,134,537	\$ 3,019,639
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,198	\$ 2,985
Accrued compensation and related benefits	121,124	113,359
Other accrued liabilities	41,212	42,486
Current maturities of long term debt	19,772	43,093
Deferred revenue	319,735	308,022
Total current liabilities	503,041	509,945
Long term debt, net of current maturities	788,010	811,623
Deferred taxes	221,054	234,245
Other non-current liabilities	46,068	38,595
Total liabilities	1,558,173	1,594,408
Commitments and Contingencies (see Note 6)		
Shareholders' equity:		
Preferred stock (par value \$0.01; 100,000,000 shares authorized; no shares issued)	—	—
Common stock (par value \$0.01; 750,000,000 common shares authorized at December 31, 2013 and 2012; 125,555,268 and 124,033,980 common shares issued at December 31, 2013 and 2012, respectively; and 118,083,111 and 120,114,586 common shares outstanding at December 31, 2013 and 2012, respectively)	1,256	1,240
Treasury shares, at cost (7,472,157 and 3,919,394 shares at December 31, 2013 and 2012, respectively)	(268,391)	(120,926)
Additional paid in capital	1,073,893	1,000,014
Retained earnings	770,256	547,699
Accumulated other comprehensive loss	(650)	(2,796)
Total shareholders' equity	1,576,364	1,425,231
Total liabilities and shareholders' equity	\$3,134,537	\$ 3,019,639

See Notes to Consolidated Financial Statements.

MSCI INC.
CONSOLIDATED STATEMENTS OF INCOME

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
	(in thousands)		
Operating revenues	<u>\$1,035,667</u>	<u>\$ 950,141</u>	<u>\$ 900,941</u>
Cost of services	328,311	288,075	277,147
Selling, general and administrative	255,345	233,183	212,972
Restructuring	—	(51)	3,594
Amortization of intangible assets	58,203	63,298	65,805
Depreciation and amortization of property, equipment and leasehold improvements	<u>22,302</u>	<u>18,700</u>	<u>19,425</u>
Total operating expenses	<u>664,161</u>	<u>603,205</u>	<u>578,943</u>
Operating income	<u>371,506</u>	<u>346,936</u>	<u>321,998</u>
Interest income	(1,031)	(954)	(848)
Interest expense	26,265	56,428	55,819
Other expense	<u>651</u>	<u>2,053</u>	<u>3,614</u>
Other expense (income), net	<u>25,885</u>	<u>57,527</u>	<u>58,585</u>
Income before provision for income taxes	<u>345,621</u>	<u>289,409</u>	<u>263,413</u>
Provision for income taxes	<u>123,064</u>	<u>105,171</u>	<u>89,959</u>
Net income	<u>\$ 222,557</u>	<u>\$ 184,238</u>	<u>\$ 173,454</u>
Earnings per basic common share	<u>\$ 1.85</u>	<u>\$ 1.50</u>	<u>\$ 1.43</u>
Earnings per diluted common share	<u>\$ 1.83</u>	<u>\$ 1.48</u>	<u>\$ 1.41</u>
Weighted average shares outstanding used in computing earnings per share:			
Basic	<u>120,100</u>	<u>122,023</u>	<u>120,717</u>
Diluted	<u>121,074</u>	<u>123,204</u>	<u>122,276</u>

See Notes to Consolidated Financial Statements.

MSCI INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
	(in thousands)		
Net income	\$ 222,557	\$ 184,238	\$ 173,454
Other comprehensive income (loss):			
Foreign currency translation adjustments	1,295	3,867	(4,363)
Income tax effect	(500)	(1,520)	1,711
Foreign currency translation adjustments, net	795	2,347	(2,652)
Unrealized gains (losses) on cash flow hedges	1,364	1,742	(2,445)
Income tax effect	(524)	(691)	957
Unrealized gains (losses) on cash flow hedges, net	840	1,051	(1,488)
Unrealized gains (losses) on available-for-sale securities	(5)	—	(11)
Income tax effect	2	—	4
Unrealized gains (losses) on available-for-sale securities, net	(3)	—	(7)
Pension and other post-retirement adjustments	624	(1,434)	(145)
Income tax effect	(110)	334	41
Pension and other post-retirement adjustments, net	514	(1,100)	(104)
Other comprehensive income (loss), net of tax	2,146	2,298	(4,251)
Comprehensive income	\$ 224,703	\$ 186,536	\$ 169,203

See Notes to Consolidated Financial Statements.

MSCI INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	(in thousands)					
Balance at December 31, 2010	\$ 1,207	\$ (35,201)	\$ 947,000	\$ 190,007	\$ (843)	\$ 1,102,170
Net income				173,454		173,454
Other comprehensive income (loss), net of tax					(4,251)	(4,251)
Common stock issued	10					10
Compensation payable in common stock and options			24,981			24,981
Common stock repurchased and held in treasury		(14,626)				(14,626)
Exercise of stock options	10		16,421			16,431
Excess tax benefits from employee stock incentive plans			7,263			7,263
Balance at December 31, 2011	\$ 1,227	\$ (49,827)	\$ 995,665	\$ 363,461	\$ (5,094)	\$ 1,305,432
Net income				184,238		184,238
Other comprehensive income (loss), net of tax					2,298	2,298
Common stock issued	4					4
Compensation payable in common stock and options			24,997			24,997
Common stock repurchased and held in treasury		(70,989)	(35,000)			(105,989)
Common stock issued to directors and held in treasury		(110)				(110)
Exercise of stock options	9		13,304			13,313
Excess tax benefits from employee stock incentive plans			1,048			1,048
Balance at December 31, 2012	\$ 1,240	\$ (120,926)	\$ 1,000,014	\$ 547,699	\$ (2,796)	\$ 1,425,231
Net income				222,557		222,557
Other comprehensive income (loss), net of tax					2,146	2,146
Common stock issued	8					8
Compensation payable in common stock and options			24,552			24,552
Common stock repurchased and held in treasury		(147,183)	35,000			(112,183)
Common stock issued to directors and held in treasury		(282)				(282)
Exercise of stock options	8		11,694			11,702
Excess tax benefits from employee stock incentive plans			2,633			2,633
Balance at December 31, 2013	\$ 1,256	\$ (268,391)	\$ 1,073,893	\$ 770,256	\$ (650)	\$ 1,576,364

See Notes to Consolidated Financial Statements.

MSCI INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
	(in thousands)		
Cash flows from operating activities			
Net income	\$ 222,557	\$ 184,238	\$ 173,454
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible assets	58,203	63,298	65,805
Stock-based compensation expense	25,004	25,323	31,723
Depreciation of property, equipment and leasehold improvements	22,302	18,700	19,425
Amortization of debt origination fees	3,348	18,065	5,776
Deferred taxes	(15,066)	(30,195)	5,625
Amortization of discount on long-term debt	1,066	5,305	1,051
Excess tax benefits from share-based compensation	(2,633)	(1,048)	(7,263)
Other non-cash adjustments	(371)	(49)	1,542
Changes in assets and liabilities, net of assets acquired and liabilities assumed:			
Accounts receivable	(16,412)	35,473	(42,284)
Prepaid income taxes	7,927	7,278	(10,743)
Prepaid and other assets	(4,459)	(1,395)	(8,525)
Accounts payable	(2,145)	1,979	57
Deferred revenue	11,399	18,345	19,379
Accrued compensation and related benefits	7,057	(834)	6,406
Other accrued liabilities	(260)	(8,233)	(3,400)
Other	2,930	10,825	(3,031)
Net cash provided by operating activities	<u>320,447</u>	<u>347,075</u>	<u>254,997</u>
Cash flows from investing activities			
Acquisitions, net of cash acquired	(23,268)	(119,554)	—
Proceeds from redemption of short-term investments	70,900	207,032	150,292
Purchase of investments	—	(137,306)	(217,792)
Capitalized software development costs	(3,285)	—	—
Capital expenditures	(40,255)	(44,884)	(23,111)
Proceeds from the sale of property, equipment and leasehold improvements	29	351	—
Net cash used in investing activities	<u>4,121</u>	<u>(94,361)</u>	<u>(90,611)</u>
Cash flows from financing activities:			
Proceeds from borrowing, net of discount	—	876,087	1,125,000
Repayment of long-term debt	(48,000)	(1,103,563)	(1,312,062)
Payment of issuance costs in connection with long term debt	—	(3,870)	—
Repurchase of treasury shares	(112,183)	(105,989)	(14,626)
Proceeds from the exercise of stock options	11,702	13,311	16,431
Excess tax benefits from stock-based compensation	2,633	1,048	7,263
Net cash (used in) provided by financing activities	<u>(145,848)</u>	<u>(322,976)</u>	<u>(177,994)</u>
Effect of exchange rates changes	<u>(3,595)</u>	<u>1,360</u>	<u>(3,604)</u>
Net increase (decrease) in cash and cash equivalents	<u>175,125</u>	<u>(68,902)</u>	<u>(17,212)</u>
Cash and cash equivalents, beginning of period	<u>183,309</u>	<u>252,211</u>	<u>269,423</u>
Cash and cash equivalents, end of period	<u>\$ 358,434</u>	<u>\$ 183,309</u>	<u>\$ 252,211</u>
Supplemental disclosure of cash flow information:			
Cash paid for interest	<u>\$ 20,429</u>	<u>\$ 36,744</u>	<u>\$ 52,713</u>
Cash paid for income taxes	<u>\$ 128,604</u>	<u>\$ 134,439</u>	<u>\$ 93,728</u>
Supplemental disclosure of non-cash investing activities:			
Property, equipment and leasehold improvements in other accrued liabilities	<u>\$ 3,396</u>	<u>\$ 3,575</u>	<u>\$ 1,781</u>

See Notes to Consolidated Financial Statements.

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. INTRODUCTION AND BASIS OF PRESENTATION

Organization

MSCI Inc. together with its wholly-owned subsidiaries (the “Company” or “MSCI”) is a global provider of investment decision support tools, including indexes, portfolio risk and performance analytics and corporate governance products and services. The Company’s flagship products are its global equity indexes and environmental, social and governance (“ESG”) products marketed under the MSCI and MSCI ESG Research brands, its private real estate benchmarks marketed under the IPD brand, its portfolio risk and performance analytics covering global equity and fixed income markets marketed under the Barra brand, its market and credit risk analytics marketed under the RiskMetrics and Barra brands, its performance reporting products and services offered to the investment consultant community marketed under the InvestorForce brand, its governance research and outsourced proxy voting and reporting services, and executive compensation analytics tools marketed under the ISS brand and its valuation models and risk management software for the energy and commodities markets marketed under the FEA brand.

MSCI operates as two segments, the Performance and Risk business and the Governance business. The Performance and Risk business is a global provider of investment decision support tools, including equity indexes, real estate indexes and benchmarks, portfolio risk and performance analytics, credit analytics and ESG products. The Governance business is a full spectrum provider of corporate governance solutions to institutional shareholders and governance data, analytics and advisory services to corporations around the world. (See Note 14, “Segment Information,” for further information about MSCI’s operating segments.)

Basis of Presentation

The consolidated financial statements include the accounts of MSCI Inc. and its wholly-owned subsidiaries. The Company’s policy is to consolidate all entities in which it owns more than 50% of the outstanding voting stock unless it does not control the entity. It is also the Company’s policy to consolidate any variable interest entity for which the Company is the primary beneficiary, as required by the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Subtopic 810-10, “*Consolidations*.” For investments in any entities in which the Company owns 20% or less of the outstanding voting stock and significant influence does not exist, such investments are carried at cost.

Significant Accounting Policies

Basis of Financial Statements and Use of Estimates

The Company’s consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). These accounting principles require the Company to make certain estimates and judgments that can affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Significant estimates and assumptions made by management include the deferral and recognition of revenue, research and development and software capitalization, the allowance for doubtful accounts, impairment of long-lived assets, accrued compensation, income taxes and other matters that affect the consolidated financial statements and related disclosures. The Company believes that estimates used in the preparation of these consolidated financial statements are reasonable; however, actual results could differ materially from these estimates.

Inter-company balances and transactions are eliminated in consolidation.

MSCI INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenue Recognition

In general, the Company applies Securities and Exchange Commission Staff Accounting Bulletin No. 104 ("SAB 104"), "Revenue Recognition," in determining revenue recognition. Accordingly, the Company recognizes revenue when all the following criteria are met:

- The Company has persuasive evidence of a legally binding arrangement,
- Delivery has occurred,
- Client fee is deemed fixed or determinable, and
- Collection is probable.

When a sales arrangement requires the delivery of more than one product and service, revenue is recognized pursuant to the requirements of ASC Subtopic 605-25, "Revenue Arrangements with Multiple Deliverables." Under the provisions of ASC Subtopic 605-25, elements within a multi-deliverable arrangement should be considered separate units of accounting if all of the following criteria are met:

- The delivered items have value to the client on a standalone basis. The items have value on a standalone basis if they can be sold separately by any vendor or the client could resell the delivered items on a standalone basis; and
- If the arrangement includes a general right of return relative to the delivered items, delivery or performance of the undelivered items is considered probable and substantially in the control of the vendor.

The Company provides products and services to its clients under various software and non-software related arrangements. The Company has signed contracts with substantially all clients that set forth the fees to be paid for its products and services. Further, the Company regularly assesses the receivable balances for each client for collectability. The Company's application service license arrangements generally do not include acceptance provisions, which generally allow a client to test the solution for a defined period of time before committing to the license. If a license agreement includes an acceptance provision, the Company does not recognize subscription revenues until the earlier of the receipt of a written client acceptance or, if not notified by the client that it is cancelling the license agreement, the expiration of the acceptance period.

The Company's subscription agreements for non-software-related application services include provisions that, among other things, allow clients, for no additional fee, to receive updates and modifications that may be made from time to time when and if available, for the term of the agreement, which is typically one year. These arrangements do not provide the client with the right to take possession of the application at any time. For sales arrangements with multiple deliverables, which may include application service subscription and professional services associated with implementation and other services, the Company evaluates each deliverable in these multiple-element arrangements to determine whether it represents a separate unit of accounting and allocates revenue accordingly.

In most cases, the Company recognizes revenues from subscription arrangements ratably over the term of the license agreement pursuant to contract terms. The contracts state the terms under which these fees are to be calculated. The fees are recognized as the Company supplies the product and service to the client over the license period and are generally billed in advance prior to the license start date. When implementation services are included, the Company recognizes revenues allocated to the subscription ratably from the date the application is put into production to the end of the license period. Revenues associated with the implementation services are recognized ratably over the period the client is expected to benefit from those services. For products and services

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

whose fees are based on estimated assets under management linked to the Company's indexes, or contract values related to futures and options, the Company recognizes revenues based on estimates from independent third-party sources or the most recently reported information from the client. Revenues from subscription agreements for the receipt of periodic benchmarks reports, digests, and other publications, which are most often associated with the Company's IPD products, are recognized upon delivery of such reports or data updates.

The Company's software-related arrangements do not require significant modification or customization of any underlying software applications being licensed. Accordingly, the Company recognizes software revenues pursuant to the requirements of ASC Subtopic 985-605, "*Software-Revenue Recognition*." The Company's subscription agreements for software products include provisions that, among other things, would allow clients to receive unspecified, when and if available, future software upgrades for no additional fee as well as the right to use the software products with maintenance and technical support for the term of the agreement, which is typically one year. Software agreements may include other consulting and professional services. In accordance with ASC Subtopic 985-605, the Company does not have vendor specific objective evidence ("VSOE") for these elements and therefore recognizes software related revenue upon delivery, then ratably over the term of the license agreement.

Adjustment to Revenues

During the year ended December 31, 2012, as a result of a one-time non-cash adjustment, the Company recorded a \$5.2 million cumulative revenue reduction to correct an immaterial error related to revenues previously reported through December 31, 2011. The effect of recording this adjustment in the first quarter resulted in a one-time decrease to the energy and commodity analytics products revenues in the Company's Consolidated Statement of Income and an increase in deferred revenues in the Company's Consolidated Statement of Financial Condition. It was determined that under ASC Subtopic 985-605, "*Software Revenue Recognition*," the Company incorrectly established VSOE for certain energy and commodity analytics products and as a result should not have been recognizing a substantial portion of the revenue immediately upon delivery or renewal of a time based subscription license, the terms of which were generally one year. Rather, the entire license fee should be recognized ratably over the term of the license. As such, the Company made the cumulative adjustment effective January 1, 2012 and started recognizing revenue related to all contracts still in effect as of this date ratably over the remainder of the term. The Company began recognizing revenue ratably over the contract term for any new contracts entered into on or after January 1, 2012. Based upon an evaluation of all relevant factors, management believes the correcting adjustment did not have a material impact on the Company's previously reported results and, accordingly, has determined that restatement of previously issued financial statements is not necessary.

Share-Based Compensation

Certain of the Company's employees have received share-based compensation under certain compensation programs. The Company's compensation expense reflects the fair value method of accounting for share-based payments under ASC Subtopic 718-10, "*Compensation-Stock Compensation*." ASC Subtopic 718-10 requires measurement of compensation cost for equity-based awards at fair value and recognition of compensation cost over the service period, net of estimated forfeitures.

The fair value of MSCI restricted stock units ("RSUs") is measured as the closing price of MSCI's common stock on the day prior to grant. Restricted stock units subject to performance conditions ("PSUs") are based on performance measures that impact the amount of shares that each recipient will receive upon vesting. PSUs are granted at fair market value, which is measured as the closing price of MSCI's common stock on the day prior to grant.

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The fair value of MSCI standard stock options is determined using the Black-Scholes valuation model and the single grant life method. Under the single grant life method, option awards with graded vesting are valued using a single weighted-average expected option life. The fair value of MSCI stock options that contain stock price contingencies is determined using a Monte Carlo simulation model, which creates a normal distribution of future stock prices, which is then used to value the awards based on their individual terms.

Based on interpretive guidance related to Stock Compensation, the Company's policy is to accrue the estimated cost of share-based awards that were granted to retirement-eligible employees over the course of the prior year in which they were earned rather than expensing the awards on the date of grant. A portion of the restricted stock units granted to employees are subject to certain performance conditions. The Company bases initial accruals of compensation cost on the estimated number of instruments for which the requisite service is expected to be rendered. If the estimated number of instruments changes from previous estimates, the cumulative effect on current and prior periods of a change is recognized in compensation cost in the period of the change.

Research and Development

The Company accounts for research and development costs in accordance with ASC Subtopic 730-10, "*Research and Development*." ASC Subtopic 730-10 requires that research and development costs generally be expensed as incurred. The majority of the Company's research and development costs are incurred in developing, reviewing and enhancing the methodologies and data models offered within its product portfolio.

The Company applies the provisions of ASC Subtopic 350-40, "*Internal Use Software*," and accounts for the cost of computer software by capitalizing qualifying costs, which are incurred during the application development stage. The amounts capitalized include external direct costs of services used in developing software and the payroll and payroll-related costs of employees directly associated with the development activities. Additionally, costs incurred relating to upgrades and enhancements to the software are capitalized if it is determined that these upgrades or enhancements provide additional functionality to the software. The Company capitalized \$3.3 million of costs related to developed software in the Consolidated Statement of Financial Condition for the year ended December 31, 2013. There were no costs capitalized related to developed software in the Consolidated Statement of Financial Condition for the year ended December 31, 2012.

Capitalized software development costs are amortized on a straight-line basis over the estimated useful life of the related product, which is typically three to five years, beginning with the date the software is placed into service. Costs incurred in the preliminary and post-implementation stages of our products are expensed as incurred.

Income Taxes

Income tax expense is provided for using the asset and liability method, under which deferred tax assets and deferred tax liabilities are determined based on the temporary differences between the financial statement and income tax bases of assets and liabilities using currently enacted tax rates.

The Company regularly assesses the likelihood of additional assessments in each of the taxing jurisdictions in which it is required to file income tax returns. The Company recorded additional tax expense related to open tax years, which the Company's management believes is adequate in relation to the potential for assessments. These amounts have been recorded in "Other non-current liabilities" on the Consolidated Statement of Financial Condition. The Company's management believes the resolution of tax matters will not have a material effect on the Company's consolidated financial condition. However, to the extent the Company is required to pay amounts

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

in excess of its reserves, a resolution could have a material impact on its Consolidated Statement of Income for a particular future period. In addition, an unfavorable tax settlement could require use of cash and result in an increase in the effective tax rate in the period in which such resolution occurs.

Deferred Revenue

Deferred revenues represent amounts billed to customers for products and services in advance of delivery. The Company's clients generally pay subscription fees annually or quarterly in advance. Deferred revenue is generally amortized over the service period as revenue recognition criteria are met. Where the service period has not begun and the client has not paid or the contract has not been renewed, deferred revenues and accounts receivable are not recognized.

Goodwill

Goodwill is recorded as part of the Company's acquisitions of businesses when the purchase price exceeds the fair value of the net tangible and separately identifiable intangible assets acquired. The Company's goodwill relates to the acquisitions of Barra, LLC (formerly Barra, Inc., "Barra"), RiskMetrics Group, LLC (formerly RiskMetrics Group, Inc., "RiskMetrics"), Measurisk, LLC ("Measurisk"), IPD Group Limited ("IPD") and Investor Force Holdings, Inc. ("InvestorForce"). The Company's goodwill is not amortized, but rather is subject to an impairment test each year, or more often if conditions indicate impairment may have occurred, pursuant to ASC Topic 350, "*Intangibles—Goodwill and Other.*"

The Company tests goodwill for impairment on an annual basis on July 1 and on an interim basis when certain events and circumstances exist. The testing for impairment is performed at the reporting unit level, which is deemed to be at the level of the MSCI operating segments. Goodwill impairment is determined by comparing the estimated fair value of a reporting unit with its respective book value. If the estimated fair value exceeds the book value, goodwill at the reporting unit level is not deemed to be impaired. If the estimated fair value is below book value, however, further analysis is required to determine the amount of impairment. Additionally, if the book value of a reporting unit is zero or a negative value and it is determined that it is more likely than not that the goodwill is impaired, further analysis is required. As the estimated fair value of its reporting units exceeded their respective book value on the testing dates, no impairment of goodwill was recorded during the years ended December 31, 2013, 2012 and 2011.

Intangible Assets

Intangible assets consist of those definite-lived intangibles from the acquisitions of Barra in June 2004, RiskMetrics in June 2010, Measurisk in July 2010, IPD in November 2012 and InvestorForce in January 2013, as well as capitalized software development costs. The Company's intangible assets consist of customer relationships, trademarks and trade names, technology and software, proprietary processes and data and non-competition agreements. The Company amortizes definite-lived intangible assets over their estimated useful lives. Definite-lived intangible assets are tested for impairment when impairment indicators are present, and, if impaired, written down to fair value based on either discounted cash flows or appraised values. No impairment of intangible assets has been identified during any of the periods presented. The Company has no indefinite-lived intangibles. The intangible assets have remaining useful lives ranging from one to 20 years.

Foreign Currency Translation

Assets and liabilities of operations having non-U.S. dollar functional currencies are translated at year-end exchange rates, and income statement accounts are translated at weighted average exchange rates for the year.

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Gains or losses resulting from translating foreign currency financial statements, net of related tax effects, are reflected in accumulated other comprehensive loss, a separate component of shareholders' equity. Gains or losses resulting from foreign currency transactions incurred in currencies other than the local functional currency are included in non-operating "Other expense (income), net" on the Consolidated Statement of Income.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and debt security investments of 90 days or less from the date of purchase.

Derivative Instruments

The Company applies ASC Subtopic 815-10, "*Derivatives and Hedging*," which establishes accounting and reporting standards for derivative instruments and hedging activities. The Company may use interest rate swaps and forward contracts on foreign currency to manage risks generally associated with interest rate and foreign exchange rate fluctuations, respectively. The Company's derivative financial instruments are used as risk management tools and not for speculative or trading purposes.

For derivative instruments that are designated and qualify as hedging instruments for accounting purposes, the Company documents and links the relationships between the hedging instruments and hedged items. The Company also assesses and documents at the hedge's inception whether the derivatives used in hedging transactions were effective in offsetting changes in fair values associated with the hedged items. ASC Subtopic 815-10 provides that, for derivative instruments that qualify for hedge accounting being used to hedge cash flows, changes in the fair value are recognized in accumulated other comprehensive loss, a separate component of shareholders' equity, until the hedged item is recognized in earnings. In addition, the ineffective portion of a derivative's change in fair value is immediately recognized in earnings.

The Company manages foreign currency exchange rate risk through the use of derivative financial instruments comprised principally of forward contracts on foreign currency which are not designated as hedging instruments for accounting purposes. The objective of the derivative instruments is to minimize the income statement impact associated with intercompany loans that are denominated in certain foreign currencies. Derivative instruments that do not qualify for hedge accounting are carried at fair value on the Consolidated Statement of Financial Condition with gains and losses recorded in the Consolidated Statement of Income.

Fair Value of Financial Assets and Liabilities

The Company's financial assets and liabilities include cash and cash equivalents, short-term investments, trade receivables, foreign exchange contracts and interest rate swaps.

The Company applies the fair value hierarchy of ASC Subtopic 820-10, "*Fair Value Measurement*," to prioritize the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs. A financial asset's or financial liability's level in the fair value hierarchy is based on the lowest level of any input that is significant to its fair value measurement. The three levels of the fair value hierarchy are:

- Level 1 Valuations based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

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Level 2 Valuations based on one or more quoted prices in markets that are not considered to be active or for which all significant inputs are observable, either directly or indirectly; and

Level 3 Valuations based on one or more inputs that are both significant to fair value measurement and unobservable.

The fair value of certain Level 2 financial liabilities may include valuation adjustments for our counterparties' and our credit quality.

Property, Equipment and Leasehold Improvements

Property, equipment and leasehold improvements are stated at cost less accumulated depreciation and amortization. Depreciation of furniture and fixtures and computer and communications equipment are amortized using the straight-line method over the estimated useful life of the asset. Estimates of useful lives are as follows: furniture & fixtures – five years; computer and related equipment – three to five years. Leasehold improvements are amortized on a straight-line basis over the lesser of the estimated useful life of the asset or, where applicable, the remaining term of the lease.

Treasury Stock

The Company holds repurchased shares of common stock as treasury stock. The Company accounts for treasury stock under the cost method and includes treasury stock as a component of shareholders' equity.

In accordance with ASC Subtopic 505-10, "Equity," the Company accounts for each capped accelerated share repurchase ("ASR") agreement as two separate transactions: (a) as shares of common stock acquired in a treasury stock transaction recorded on the acquisition date of the shares and (b) as a forward contract indexed to the Company's own common stock. As such, the Company accounts for the shares that it receives under a capped ASR agreement during the period as a repurchase of its common stock for the purpose of calculating earnings per common share. The Company has determined that the forward contracts indexed to the Company's common stock meet all the applicable criteria for equity classification in accordance with ASC Subtopic 815-10 and, therefore, the capped ASR agreements are not accounted for as derivative instruments.

Allowance for Doubtful Accounts

The Company licenses its products and services to clients mainly in the United States, Europe and Asia (primarily Hong Kong and Japan). The Company evaluates the credit of its clients and does not require collateral. The Company maintains an allowance on client accounts where estimated losses may result from the inability of its clients to make required payments.

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An allowance for doubtful accounts is recorded when it is probable and estimable that a receivable will not be collected. Changes in the allowance for doubtful accounts from December 31, 2010 to December 31, 2013 were as follows:

(in thousands)	Amount
Balance as of December 31, 2010	\$ 877
Addition to provision	545
Amounts written off, net of recoveries	(565)
Balance as of December 31, 2011	\$ 857
Addition to provision	403
Amounts written off, net of recoveries	(296)
Balance as of December 31, 2012	\$ 964
Addition to provision	876
Amounts written off, net of recoveries	(560)
Balance as of December 31, 2013	<u>\$1,280</u>

Accrued Compensation

The Company makes significant estimates in determining its accrued non-stock based compensation and benefits expenses. A significant portion of the Company's employee incentive compensation programs are discretionary. Each year end the Company determines the amount of discretionary cash bonus pools. The Company also reviews compensation and benefits expenses throughout the year to determine how overall performance compares to management's expectations. These and other factors, including historical performance, are taken into account in reviewing accrued discretionary cash compensation estimates quarterly and adjusting accrual rates as appropriate.

Concentrations

Financial instruments that may potentially subject the Company to concentrations of credit risk consist principally of cash deposits and short-term investments. At December 31, 2013 and 2012, cash and cash equivalent amounts were \$358.4 million and \$183.3 million, respectively. The Company held no short-term investments at December 31, 2013. At December 31, 2012, the Company had invested \$70.9 million in U.S. Treasury Securities with maturity dates ranging from 91 to 360 days from the date of purchase. The Company receives interest at prevailing money market fund rates on its cash deposits.

For the years ended December 31, 2013, 2012 and 2011, no single customer accounted for 10.0% or more of the Company's operating revenues.

2. RECENT ACCOUNTING STANDARDS UPDATES

In February 2013, the FASB issued Accounting Standards Update No. 2013-02, "Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income," or ASU 2013-02. The amendments in this update require an entity to provide information about the amounts reclassified from accumulated other comprehensive income by component. In addition, an entity is required to present, either on the face of the income statement or in the notes thereto, significant amounts reclassified from accumulated other comprehensive

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income by the respective net income line item. This new guidance is to be applied prospectively for interim and annual periods beginning after December 15, 2012. The adoption of ASU 2013-02 did not have a material impact on the Company's consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update No. 2013-10, "*Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes*," or ASU 2013-10. The amendments in this update permit the Fed Funds Effective Swap Rate (OIS) to be used as a U.S. benchmark interest rate for hedge accounting purposes under ASC Topic 815, "*Derivatives and Hedging*," in addition to the interest rates on direct Treasury obligations of the U.S. government and LIBOR. The amendments also remove the restriction on using different benchmark rates for similar hedges. This new guidance is to be applied prospectively for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013. The adoption of ASU 2013-10 is not expected to have a material impact on the Company's consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update No. 2013-11, "*Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*" or ASU 2013-11. The amendments in this update require that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except under a few limited circumstances. The amendments in this update do not require new recurring disclosures. This new guidance is to be applied prospectively for interim and annual periods beginning after December 15, 2013. The adoption of ASU 2013-11 is not expected to have a material impact on the Company's consolidated financial statements.

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3. RECLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

As required by ASC Subtopic 220-10, “Comprehensive Income—Overall,” the following table presents the amounts reclassified from accumulated other comprehensive income (loss) by the respective line item in the Consolidated Statement of Income:

Reclassifications Out of Accumulated Other Comprehensive Income (Loss)⁽¹⁾
(in thousands)

<u>Details about Accumulated Other Comprehensive Income (Loss) Components</u>	<u>Amount Reclassified from Accumulated Other Comprehensive Income (Loss)</u> <u>Year Ended</u> <u>December 31,</u> <u>2013</u>	<u>Affected Line Item in the Consolidated Statement of Income</u>
Unrealized losses on cash flow hedges		
Interest rate contracts	\$ (1,364)	Interest expense
	524	Tax benefit
	<u>\$ (840)</u>	Net of tax
Unrealized gains on available-for-sale securities		
Short-term investments	\$ 5	Interest income
	(2)	Tax expense
	<u>\$ 3</u>	Net of tax
Defined benefit pension plans		
Amount recognized as a component of net periodic benefit expense for curtailments and settlements	\$ (32)	(2)
	6	Tax expense
	<u>\$ (26)</u>	Net of tax
Total reclassifications for the period, net of tax	<u>\$ (863)</u>	

⁽¹⁾ Amounts in parentheses indicate expenses or losses moved to the Consolidated Statement of Income.

⁽²⁾ These accumulated other comprehensive income (loss) components are included in net periodic benefit expense. See Note 10, “Employee Benefits,” for additional details.

4. EARNINGS PER COMMON SHARE

Basic earnings per share (“EPS”) is computed by dividing income available to MSCI common shareholders by the weighted average number of common shares outstanding during the period. Common shares outstanding include common stock and vested restricted stock unit awards where recipients have satisfied either the explicit vesting terms or retirement-eligible requirements. Diluted EPS reflects the assumed conversion of all dilutive securities. There were 26,407, 6,714 and 19,754, stock options excluded from the calculation of diluted EPS for the years ended December 31, 2013, 2012 and 2011, respectively, because of their anti-dilutive effect.

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The Company computes EPS using the two-class method and determines whether instruments granted in share-based payment transactions are participating securities. The following table presents the computation of basic and diluted EPS:

(in thousands, except per share data)	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Net income	\$ 222,557	\$ 184,238	\$ 173,454
Less: Allocations of earnings to unvested restricted stock units ⁽¹⁾	(633)	(1,547)	(627)
Earnings available to MSCI common shareholders	\$ 221,924	\$ 182,691	\$ 172,827
Basic weighted average common stock outstanding	120,100	122,023	120,717
Basic weighted average common stock outstanding	120,100	122,023	120,717
Effect of dilutive securities:			
Stock options and restricted stock units	974	1,181	1,559
Diluted weighted average common shares outstanding	121,074	123,204	122,276
Earnings per basic common share	\$ 1.85	\$ 1.50	\$ 1.43
Earnings per diluted common share	\$ 1.83	\$ 1.48	\$ 1.41

⁽¹⁾ Restricted stock units granted to employees prior to 2013 and all restricted stock units granted to independent directors of the Company have a right to participate in all of the earnings of the Company in the computation of basic EPS and, therefore, these restricted stock units are not included as incremental shares in the diluted EPS computation.

5. SHORT-TERM INVESTMENTS

In the year ended December 31, 2013, the Company began investing excess cash in money market funds and other similar cash equivalents rather than in U.S. Treasury securities and other short-term investments as it had in prior periods. As a result, the Company held no short-term investments as of December 31, 2013.

The fair value and gross unrealized gains and losses of securities available-for-sale as of December 31, 2012 were as follows:

(in thousands)	Amortized Cost plus Accrued Interest	Gross unrealized gains	Gross unrealized losses	Estimated Fair value
Debt securities available-for-sale				
U.S. Treasury securities	\$ 70,893	\$ 5	\$ —	\$ 70,898

There were no investments with continuous unrealized losses as of December 31, 2012.

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6. COMMITMENTS AND CONTINGENCIES

Legal matters. From time to time, the Company is party to various litigation matters incidental to the conduct of its business. The Company is not presently party to any legal proceedings the resolution of which the Company believes would have a material effect on its business, operating results, financial condition or cash flows.

Leases. The Company leases facilities under non-cancelable operating lease agreements. The terms of certain lease agreements provide for rental payments on a graduated basis. The Company recognizes rent expense on the straight-line basis over the lease period and has accrued for rent expense incurred but not paid. Rent expense for the years ended December 31, 2013, 2012 and 2011 was \$26.0 million, \$24.7 million and \$18.5 million, respectively.

Future minimum commitments for the Company's operating leases in place as of December 31, 2013 are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u> <u>(in thousands)</u>
2014	\$ 32,806
2015	30,918
2016	30,445
2017	28,390
2018	27,308
Thereafter	176,311
Total	\$ 326,178

Share repurchase. On December 13, 2012, the Board of Directors approved a stock repurchase program authorizing the purchase of up to \$300.0 million worth of shares of MSCI's common stock beginning immediately and continuing through December 31, 2014 (the "2012 Repurchase Program").

On December 13, 2012, as part of the 2012 Repurchase Program, the Company entered into an ASR agreement with a financial institution to initiate a repurchase aggregating \$100.0 million (the "December 2012 ASR Program"). As a result of the December 2012 ASR Program, the Company received 2.2 million shares on December 14, 2012 and 0.8 million shares on July 31, 2013 for a combined average purchase price of \$33.47 per share.

On August 1, 2013, MSCI entered into a second ASR agreement to initiate share repurchases aggregating \$100.0 million (the "August 2013 ASR Program"). As a result of the August 2013 ASR Program, the Company received 1.9 million shares on August 2, 2013 and 0.5 million shares on December 30, 2013 for a combined average purchase price of \$41.06 per share.

The \$100.0 million payment for the December 2012 ASR Program was initially split and recorded as a \$65.0 million increase to "Treasury stock" and a \$35.0 million decrease to "Additional paid in capital" on the Company's Consolidated Statement of Financial Condition as of December 31, 2012. Upon completion of the December 2012 ASR Program on July 31, 2013, the Company recorded a \$35.0 million increase to "Treasury stock" and a \$35.0 million increase to "Additional paid in capital" on the Company's Consolidated Statement of Financial Condition as of December 31, 2013.

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The remaining \$100.0 million balance authorized under the 2012 Repurchase Program was utilized by MSCI to enter into a third ASR in February 2014. See Note 16, “Subsequent Events,” for further details.

Long-term debt. On June 1, 2010, the Company entered into a senior secured credit agreement comprised of (i) a six-year term loan facility (the “2010 Term Loan”) and (ii) a five-year revolving credit facility (the revolving credit facility, together with the 2010 Term Loan, the “2010 Credit Facility”).

On March 14, 2011, the Company completed the repricing of the 2010 Credit Facility pursuant to Amendment No. 2 to the 2010 Credit Facility (“Amendment No. 2”). Amendment No. 2 provided for the incurrence of a new senior secured term loan (the “2011 Term Loan”). The proceeds of the 2011 Term Loan, together with cash on hand, were used to repay the remaining outstanding balance of the 2010 Term Loan in full. The 2011 Term Loan was scheduled to mature in March 2017.

On May 4, 2012, the Company amended and restated its 2010 Credit Facility (the credit agreement as so amended and restated, the “Amended and Restated Credit Facility”). The Amended and Restated Credit Facility provides for the incurrence of a new senior secured five-year Term Loan A Facility in an aggregate amount of \$880.0 million (the “2012 Term Loan”) and a \$100.0 million senior secured revolving facility (the “2012 Revolving Credit Facility”). The proceeds of the Amended and Restated Credit Facility, together with cash on hand, were used to repay the remaining outstanding principal of the then-existing 2011 Term Loan. The 2012 Term Loan and the 2012 Revolving Credit Facility was scheduled to mature on May 4, 2017.

On December 12, 2013, the Company entered into an agreement that extended the maturity of the Amended and Restated Credit Facility from May 2017 to December 2018 (“New Amended and Restated Credit Facility”). It also amended the amortization schedule of required debt payments under the 2012 Term Loan. The Company is required to repay \$5.1 million in quarterly payments over the first two years and \$10.1 million in quarterly payments over the next three years, with the exception of the final payment on December 2018, which will be \$658.1 million (assuming no prepayments).

In March 2013, the Company made a \$15.0 million prepayment on the 2012 Term Loan.

The 2012 Term Loan bears interest equal to LIBOR plus a margin. As of December 31, 2013, the 2012 Term Loan bore interest at LIBOR plus a margin of 2.00%, or 2.17%.

Current maturities of long-term debt at December 31, 2013 was \$19.8 million, net of a \$0.5 million discount. Long-term debt, net of current maturities at December 31, 2013 was \$788.0 million, net of a \$1.7 million discount.

Current maturities of long-term debt at December 31, 2012 was \$43.1 million, net of a \$0.9 million discount. Long-term debt, net of current maturities at December 31, 2012 was \$811.6 million, net of a \$2.4 million discount.

In connection with entering into the New Amended and Restated Credit Facility, the Company paid \$5.7 million in fees, \$3.9 million of which are being deferred. These financing fees, together with the existing fees related to prior credit facilities, are being amortized over the life of the New Amended and Restated Credit Facility. At December 31, 2013, \$8.3 million of the deferred financing fees remain unamortized, \$1.8 million of which is included in “Prepaid and other assets” and \$6.5 million of which is included in “Other non-current assets” on the Company’s Consolidated Statement of Financial Condition.

The Company amortized \$3.3 million and \$18.1 million of deferred financing fees in interest expense during the years ended December 31, 2013 and 2012, respectively. Approximately \$1.1 million and \$5.3 million of debt discount was amortized in interest expense during the years ended December 31, 2013 and 2012, respectively.

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At December 31, 2013 and 2012, the fair market value of the Company's debt obligations were \$812.0 million and \$862.3 million, respectively. The fair market value is determined in accordance with accounting standards related to the determination of fair value as discussed in Note 7, "Fair Value Measures," and represents Level 2 valuations. The Company utilizes the market approach and obtains security pricing from a vendor who uses broker quotes and third-party pricing services to determine fair values.

The aggregate amount of all long-term debt principal to be repaid for the years following December 31, 2013, is as follows:

<u>For the Years Ending December 31,</u>	<u>Amount</u> <u>(in thousands)</u>
2014	\$ 20,250
2015	20,250
2016	40,500
2017	40,500
2018	688,500
Total	<u>\$ 810,000</u>

The Amended and Restated Credit Facility also amended certain negative covenants, including financial covenants.

As of December 31, 2013, the Company's retained earnings of \$770.3 million were restricted as to the payments of dividends. As outlined in the New Amended and Restated Credit Facility, the Company cannot pay or declare any dividends except out of amounts available for restricted payments. As of December 31, 2013, the amount available for restricted payments was \$355.7 million, reflecting the Company's cumulative retained excess cash flows ("CRECF"), as defined in the New Amended and Restated Credit Facility, through December 31, 2012 and adjusted for any restricted payments made during the year ended December 31, 2013. To the extent the CRECF is utilized for other actions restricted under the New Amended and Restated Credit Facility, including stock repurchases, the amount available for restricted payments will be reduced.

Derivatives and Hedging Activities. The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources, and duration of its debt funding and the use of derivative financial instruments. Specifically, the Company had previously entered into derivative financial instruments to manage exposures that arose from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates, and may do so again in the future. The Company's derivative financial instruments were used to manage differences in the amount, timing and duration of the Company's known or expected cash payments principally related to the Company's borrowings.

Certain of the Company's foreign operations expose the Company to fluctuations of foreign exchange rates. These fluctuations may impact the value of the Company's cash receipts and payments in terms of the Company's functional currency, the U.S. dollar. The Company enters into derivative financial instruments to protect the value or fix the amount of certain obligations in terms of its functional currency.

Cash Flow Hedges of Interest Rate Risk. As a result of the repayment of the 2011 Term Loan on May 4, 2012 and the 2010 Term Loan on March 14, 2011, the Company discontinued prospective hedge accounting on

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its then-existing interest rate swaps as they no longer met hedge accounting requirements. The Company has not entered into new interest rate swaps to hedge its debt and it is not required to do so under the New Amended and Restated Credit Facility. The Company continued to report the net loss related to the discontinued cash flow hedges in Accumulated Other Comprehensive Income (Loss) and reclassified this amount into earnings through the contractual term of the swap agreements which ended in August 2013.

Non-designated Hedges of Foreign Exchange Risk. Derivatives not designated as hedges are not speculative and are used to manage the Company's exposure to foreign exchange rate movements but do not meet the strict hedge accounting requirements. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings. As of December 31, 2013, the Company had outstanding foreign currency forwards with a combined notional amount of \$27.4 million that were not designated as hedges in qualifying hedging relationships.

The following table presents the fair values of the Company's derivative instruments and the location in which they are presented on the Company's Consolidated Statements of Financial Condition:

(in thousands)	Consolidated Statements of Financial Condition Location	As of December 31, 2013	As of December 31, 2012
Derivatives designated as hedging instruments:			
Liability derivatives:			
Foreign exchange contracts	Other accrued liabilities	\$ (156)	\$ (203)
Asset derivatives:			
Foreign exchange contracts	Prepaid and other assets	\$ —	\$ 3

The following tables present the effect of the Company's financial derivatives and the location in which they are presented on the Company's Consolidated Statements of Financial Condition and Consolidated Statements of Income:

Derivatives in Cash Flow Hedging Relationships (in thousands)	Amount of Gain or (Loss) Recognized in Accumulated Other Comprehensive Income (Loss) on Derivatives (Effective Portion) for the Years Ended December 31,			Location of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income into Income (Effective Portion)	Amount of Gain or (Loss) Reclassified from Accumulated Other Comprehensive Income (Loss) into Income (Effective Portion) for the Years Ended December 31,			Location of Gain or (Loss) Recognized in Income on Derivatives (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Amount of Gain or (Loss) Recognized in Income on Derivatives (Ineffective Portion and Amount Excluded from Effectiveness Testing) for the Years Ended December 31,		
	2013	2012	2011		2013	2012	2011		2013	2012	2011
	Interest rate swaps	\$—	\$(695)		\$(4,506)	Interest expense	\$(1,364)		\$2,437	\$(2,062)	Interest expense

Derivatives Not Designated as Hedging Instruments (in thousands)	Amount of Gain or (Loss) Recognized in Income on Derivatives for the Years Ended December 31,			
	2013	2012	2011	
Foreign exchange contracts	Other expense	\$(139)	\$(200)	\$ —

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7. FAIR VALUE MEASURES

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2013:

<u>Description</u>	<u>Balance as of December 31, 2013</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
(in thousands)				
Assets:				
Short-term investments	\$ —	\$ —	\$ —	\$ —
Liabilities:				
Foreign exchange contracts	\$ 156	\$ —	\$ 156	\$ —

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2012:

<u>Description</u>	<u>Balance as of December 31, 2012</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
(in thousands)				
Assets:				
Short-term investments:				
U.S. Treasury securities	\$ 70,898	\$ —	\$ 70,898	\$ —
Total short-term investments	70,898	—	70,898	—
Foreign exchange contracts	3	—	3	—
Total financial assets	\$ 70,901	\$ —	\$ 70,901	\$ —
Liabilities:				
Foreign exchange contracts	\$ 203	\$ —	\$ 203	\$ —

The Company's financial assets and liabilities are valued using market prices on less active markets (Level 2). The Company did not have any transfers between any level during the periods presented. The Company does not hold any financial instruments that would be valued using Level 1 or Level 3 inputs as of the periods presented.

The Company's short-term investments as of December 31, 2012 consisted of U.S. Treasury securities and were classified within Level 2, as there was not an active market for these securities, but the market pricing data used to calculate the value of the instruments was derived from similar securities traded in active markets.

The Company's foreign exchange forward contracts were classified within Level 2, as they were valued using pricing models that took into account the contract terms as well as multiple observable inputs where applicable, such as prevailing spot rates and forward points.

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8. PROPERTY, EQUIPMENT AND LEASEHOLD IMPROVEMENTS

Property, equipment and leasehold improvements at December 31, 2013 and 2012 consisted of the following:

Type	Estimated Useful Lives	As of	
		December 31, 2013	December 31, 2012
(in thousands)			
Computer & related equipment	3 to 5 years	\$ 86,384	\$ 67,529
Furniture & fixtures	7 years	9,108	7,847
Leasehold improvements	3 to 21 years	52,776	48,405
Work-in-process	—	12,691	2,716
Subtotal		160,959	126,497
Accumulated depreciation and amortization		(75,371)	(59,078)
Property, equipment and leasehold improvements, net		\$ 85,588	\$ 67,419

Depreciation and amortization expense of property, equipment and leasehold improvements was \$22.3 million, \$18.7 million and \$19.4 million for the years ended December 31, 2013, 2012 and 2011, respectively.

9. GOODWILL AND INTANGIBLE ASSETS

Goodwill.

The Company carries goodwill as reflected in the table below:

(in thousands)	Performance and Risk	Governance	Total
Goodwill at December 31, 2011 ⁽¹⁾	\$1,456,024	\$ 252,561	\$1,708,585
Goodwill from acquisition of IPD	73,773	—	73,773
Foreign exchange translation adjustment	1,052	—	1,052
Goodwill at December 31, 2012	\$1,530,849	\$ 252,561	\$1,783,410
Changes to goodwill ⁽²⁾	14,370	(468)	13,902
Foreign exchange translation adjustment	1,509	—	1,509
Goodwill at December 31, 2013	\$1,546,728	\$ 252,093	\$1,798,821

⁽¹⁾ During the year ended December 31, 2013, the Company identified an error in the deferred tax allocation between its operating segments dating back to the June 1, 2010 acquisition of RiskMetrics. The Company determined that a deferred tax liability that was reflected as a component of the Performance and Risk segment's books should have been recorded on the Governance segment's books. The adjustment decreases the net deferred tax liability and goodwill value of the Performance and Risk segment's books by \$21.4 million while increasing the net deferred tax liability and goodwill on the Governance segments books by an offsetting \$21.4 million. The correction was made during the year ended December 31, 2013 and the goodwill at December 31, 2011 has been adjusted to reflect the correct allocations between the operating

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(2) segments. The correction did not have an effect on the Company's consolidated financial statements or segment results of operations for any period. Changes to goodwill resulted from the acquisition of InvestorForce, which contributed \$11.6 million to the Performance and Risk segment, adjustments to the valuation of acquired IPD assets and liabilities, which contributed \$2.7 million to the Performance and Risk segment, and the disposal of the CFRA product line, which removed \$0.5 million from the Governance segment.

Intangible Assets.

Amortization expense related to intangible assets for the years ended December 31, 2013, 2012 and 2011, was \$58.2 million, \$63.3 million and \$65.8 million, respectively.

The gross carrying amounts, accumulated amortization and net intangible asset totals related to the Company's identifiable intangible assets are as follows:

(in thousands)	As of	
	December 31, 2013	December 31, 2012
Gross intangible assets:		
Customer relationships	\$ 478,735	\$ 474,236
Trademarks/trade names	257,282	256,582
Technology/software	199,778	193,192
Proprietary process	3,800	3,800
Proprietary data	28,527	28,527
Subtotal	968,122	956,337
Foreign exchange translation adjustment	1,962	836
Total gross intangible assets	\$ 970,084	\$ 957,173
Accumulated amortization:		
Customer relationships	\$ (125,359)	\$ (92,631)
Trademarks/trade names	(75,696)	(62,270)
Technology/software	(168,481)	(159,375)
Proprietary process	(2,269)	(1,636)
Proprietary data	(2,326)	(184)
Subtotal	(374,131)	(316,096)
Foreign exchange translation adjustment	(246)	(3)
Total accumulated amortization	\$ (374,377)	\$ (316,099)
Net intangible assets:		
Customer relationships	\$ 353,376	\$ 381,605
Trademarks/trade names	181,586	194,312
Technology/software	31,297	33,817
Proprietary process	1,531	2,164
Proprietary data	26,201	28,343
Subtotal	593,991	640,241
Foreign exchange translation adjustment	1,716	833
Total net intangible assets	\$ 595,707	\$ 641,074

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Estimated amortization expense for succeeding years is presented below:

<u>For the Years Ending December 31,</u>	<u>Amortization Expense (in thousands)</u>
2014	\$ 58,412
2015	58,515
2016	56,337
2017	50,206
2018	47,659
Thereafter	<u>324,578</u>
Total	<u>\$ 595,707</u>

10. EMPLOYEE BENEFITS

The Company sponsors a 401(k) plan for eligible U.S. employees and defined contribution and defined benefit pension plans that cover substantially all of its non-U.S. employees. For the years ended December 31, 2013, 2012 and 2011, costs relating to 401(k), pension and post-retirement benefit expenses were \$21.2 million, \$19.0 million and \$15.9 million, respectively. Amounts included in cost of services were \$13.3 million, \$12.0 million and \$9.8 million for the years ended December 31, 2013, 2012 and 2011, respectively. Amounts included in selling, general and administrative expense related to these pension and post-retirement expenses for the years ended December 31, 2013, 2012 and 2011 were \$7.9 million, \$7.0 million and \$6.1 million, respectively.

401(k) and Other Defined Contribution Plans. Eligible employees may participate in the MSCI 401(k) plan (or any other regional defined contribution plan sponsored by MSCI) immediately upon hire. Eligible employees receive 401(k) and other defined contribution plan matching contributions and, in the case of the MSCI 401(k) plan, an additional Company contribution of 3% of the employees' cash compensation, which is subject to vesting and certain other limitations. The Company's expenses associated with the 401(k) plan and other defined contribution plans for the years ended December 31, 2013, 2012 and 2011 were \$18.5 million, \$15.9 million and \$14.0 million, respectively.

Net Periodic Benefit Expense. Net periodic benefit expense incurred by the Company related to defined benefit pension plans was \$2.7 million, \$3.1 million and \$1.9 million for the years ended December 31, 2013, 2012 and 2011, respectively.

The Company uses a measurement date of December 31 to calculate obligations under its pension and postretirement plans. As of December 31, 2013, the Company carried a \$7.7 million net liability on its books related to its future pension obligations. The fair value of the defined benefit plan assets were \$15.7 million at December 31, 2013.

11. SHARE-BASED COMPENSATION

On November 6, 2007, the Company's Board of Directors approved the award of founders grants to its employees in the form of restricted stock units and/or options ("Founders Grant Award"). The restricted stock units and options vested over a four-year period beginning from the November 14, 2007 grant date through November 14, 2011.

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On June 1, 2010, the Company awarded certain of its employees with a grant in the form of restricted stock units (“Performance Award”). The Performance Award performance-vested based upon the Company achieving specific performance targets over a measurement period ended on December 31, 2012. The Performance Award vested and converted to shares in February 2013.

On December 10, 2010, the Compensation Committee of the Board of Directors of the Company approved the grant of a special one-time price and time vested stock option award to the Company’s Chief Executive Officer (“2010 CEO Award”). The award was valued at \$3.6 million using a Monte Carlo simulation based on the closing price of the Company’s common stock at the close of business on December 13, 2010. The 2010 CEO Award time-vests over a five-year period, with approximately 25% of the award vesting on each of the second, third, fourth and fifth anniversaries of the grant and is subject to certain market performance conditions.

On December 14, 2010, the Company, as a component of the 2010 annual bonus, awarded a portion of its employees with a grant in the form of restricted stock units (“2010 Bonus Award”). The aggregate value of the grants was \$18.9 million. Approximately \$6.2 million was awarded to retirement-eligible employees under the award terms. A portion of the 2010 Bonus Award consisted of restricted stock units vesting over a three-year period, with one-third vesting on each anniversary of the grant in 2011, 2012 and 2013, respectively. A smaller portion of the 2010 Bonus Award consisted of restricted stock units subject to achieving both specific performance targets over a measurement period ending on December 31, 2012 and a time-vesting period, with one-half time vesting on December 31, 2012 and December 31, 2013, respectively.

On February 2, 2012, the Company, as a component of the 2011 annual bonus, awarded a portion of its employees with a grant in the form of restricted stock units (“2011 Bonus Award”). The aggregate value of the grants was \$21.2 million. Approximately \$6.7 million of the aggregate value of the grants was awarded to retirement-eligible employees under the award terms which had been expensed in the year ended December 31, 2011. A portion of the 2011 Bonus Award consisted of restricted stock units vesting over a three-year period, with one-third vesting on each anniversary of the grant in 2013, 2014 and 2015, respectively. A smaller portion of the 2011 Bonus Award consisted of restricted stock units subject to achieving both specific performance targets over a measurement period ending on December 31, 2013 and a time-vesting period, with one-half time vesting on December 31, 2013 and December 31, 2014, respectively.

In January 2013, the Company, as a component of the 2012 annual bonus, awarded a portion of its employees with a grant in the form of restricted stock units (“2012 Bonus Award”). The aggregate value of the grants was \$21.7 million. Approximately \$6.2 million was awarded to retirement eligible employees under the award terms which had been expensed in the year ended December 31, 2012. A portion of the 2012 Bonus Award consisted of restricted stock units vesting over a three-year period, with one-third vesting on each anniversary of the grant in 2014, 2015 and 2016. A smaller portion of the 2012 Bonus Award consisted of restricted stock units subject to achieving both specific performance targets over a measurement period ending on December 31, 2014 and a time-vesting period, with one-half time vesting on December 31, 2014 and December 31, 2015, respectively.

In January 2014, the Company, as a component of the 2013 annual bonus, awarded a portion of its employees with a grant in the form of restricted stock units (“2013 Bonus Award”). The total number of units granted was 575,457. The aggregate value of the grants was \$24.3 million. Approximately \$6.8 million was awarded to retirement eligible employees under the award terms which had been expensed in the year ended December 31, 2013.

During the year ended December 31, 2013, the Company awarded 4,688 shares in MSCI common stock and 20,514 restricted stock units to directors who were not employees of the Company during the period. During the

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year ended December 31, 2012, the Company awarded 4,544 shares in MSCI common stock and 18,603 restricted stock units to directors who were not employees of the Company during the period.

For the Performance Award and the 2010 CEO Award, all or a portion of the award may be cancelled in certain limited situations, including termination for cause, if employment is terminated before the end of the relevant restriction period. For the remainder of the awards granted by the Company, all or a portion of the award may be cancelled if employment is terminated for certain reasons before the end of the relevant restriction period for non-retirement-eligible employees.

In connection with awards under its equity-based compensation and benefit plans, the Company is authorized to use newly issued shares or certain shares of common stock held in treasury.

The components of share-based compensation expense related to the awards to Company employees and directors who are not employees of the Company of restricted stock units and restricted stock awards (representing shares of common stock) and options to purchase shares of common stock, as applicable, are presented below:

(in thousands)	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Deferred stock	\$ 23,910	\$ 23,198	\$ 27,067
Stock options	1,643	2,398	4,682
Total	\$ 25,553	\$ 25,596	\$ 31,749

The amount of this expense included in cost of services for the years ended December 31, 2013, 2012 and 2011 was \$10.3 million, \$9.6 million and \$12.4 million, respectively. The amount of this expense included in selling, general and administrative expense for the years ended December 31, 2013, 2012 and 2011 was \$15.3 million, \$16.0 million and \$19.3 million, respectively. The amount of this expense included in restructuring expense was less than \$0.1 million for the year ended December 31, 2011.

The tax benefits for share-based compensation expense related to deferred stock and stock options granted to Company employees and to directors who are not employees of the Company were \$2.6 million, \$1.0 million and \$7.3 million for the year ended December 31, 2013, 2012 and 2011, respectively.

As of December 31, 2013, \$13.1 million of compensation cost related to MSCI invested share-based awards granted to the Company's employees and to directors who are not employees of the Company had not yet been recognized. The unrecognized compensation cost relating to unvested stock-based awards expected to vest will be recognized primarily over the next one to three years.

In connection with awards under its equity-based compensation and benefit plans, the Company is authorized to issue shares of common stock. As of December 31, 2013, 6.7 million shares of common stock were available for future grant under these plans.

Deferred Stock Awards. Certain Company employees have been granted deferred stock awards pursuant to its share-based compensation plan. The plan provides for the deferral of a portion of certain employees' discretionary compensation with awards made in the form of RSUs, PSUs and restricted stock awards (together, the "Deferred Stock Awards"). Recipients of deferred stock generally have rights to receive dividend equivalents that are not subject to vesting. The Company reports the target number of PSUs granted unless it has determined,

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based on the actual achievement of performance measures, that an employee will receive a different amount of shares underlying the PSUs, in which case the Company reports the amount of shares employees are likely to receive.

The following table sets forth activity concerning the Company's vested and unvested deferred stock awards applicable to its employees:

<u>For the Year Ended December 31, 2013</u>	<u>Number of Shares (in thousands)</u>	<u>Weighted Average Grant Date Fair Value</u>
Vested and unvested deferred stock awards at December 31, 2012	1,440	\$ 32.47
Granted	797	\$ 34.06
Conversion to common stock	(847)	\$ 32.30
Canceled	(153)	\$ 30.65
Vested and unvested deferred stock awards at December 31, 2013 ⁽¹⁾	<u>1,237</u>	<u>\$ 33.84</u>

⁽¹⁾ As of December 31, 2013, 1,212 restricted stock units and restricted stock awards, with a weighted average price of \$33.84, were vested or expected to vest.

The total fair value of Deferred Stock Awards held by the Company's employees converted to MSCI common stock during the years ended December 31, 2013, 2012 and 2011 was \$28.2 million, \$15.3 million and \$35.2 million, respectively.

The following table sets forth activity concerning the Company's unvested deferred stock awards related to its employees:

<u>For the Year Ended December 31, 2013</u>	<u>Number of Shares (in thousands)</u>	<u>Weighted Average Grant Date Fair Value</u>
Unvested deferred stock awards at December 31, 2012 ⁽¹⁾	1,136	\$ 32.16
Granted	599	\$ 34.01
Vested	(688)	\$ 31.91
Canceled	(153)	\$ 30.65
Unvested deferred stock awards at December 31, 2013	<u>894</u>	<u>\$ 33.85</u>
Unvested deferred stock awards expected to vest	<u>868</u>	<u>\$ 33.85</u>

⁽¹⁾ Unvested deferred stock awards represent awards where recipients have yet to satisfy either the explicit vesting terms or retirement-eligibility requirements.

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Stock Option Awards. During the year ended December 31, 2013, the Company awarded stock options. The award was valued using a Black-Scholes valuation model. No MSCI stock options were issued during the years ended December 31, 2012 and 2011. The weighted average fair value of MSCI stock options issued by the Company in the year ended December 31, 2013 was \$19.18, utilizing the following assumptions:

	<u>Assumptions</u>
Risk free interest rate	1.87%
Expected option life in years	6.50
Expected stock price volatility	46.07%
Expected dividend yield	—

The expected stock price volatility assumption was determined using the historical volatility of the Company.

The following table sets forth activity concerning MSCI stock options granted to the Company's employees for the year ended December 31, 2013:

<u>For the Year Ended December 31, 2013</u>	<u>Number of Options (in thousands)</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Life (Years)</u>	<u>Aggregated Intrinsic Value (in thousands)</u>
Options outstanding at December 31, 2012	2,607	\$ 19.62	5.82	N/A
Granted or assumed	104	\$ 40.23	N/A	N/A
Forfeited	(20)	\$ 18.99	N/A	N/A
Conversion to common stock	<u>(705)</u>	\$ 16.43	N/A	N/A
Options outstanding at December 31, 2013	<u>1,986</u>	\$ 21.85	4.55	\$ 43,445
Options exercisable at December 31, 2013	<u>1,729</u>	\$ 19.42	4.02	\$ 42,005
Options vested or expected to vest	<u>1,986</u>	\$ 21.85	4.55	\$ 43,445

The following table presents information relating to the Company's outstanding stock options as of December 31, 2013:

<u>At December 31, 2013</u>	<u>Options Outstanding</u>			<u>Aggregate Intrinsic Value (in thousands)</u>
<u>Range of Exercise Prices</u>	<u>Number Outstanding (in thousands)</u>	<u>Weighted Average Exercise Price</u>	<u>Average Remaining Life (Years)</u>	
\$2.76 to \$16.48	204	\$ 11.95	3.20	\$ 6,481
\$18.00	961	\$ 18.00	3.86	\$ 24,706
\$20.45 to \$25.64	509	\$ 23.23	4.32	\$ 10,433
\$36.70 to \$40.23	<u>312</u>	\$ 37.88	7.88	\$ 1,825
Total	<u>1,986</u>			<u>\$ 43,445</u>

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The following table presents information relating to the Company's exercisable stock options as of December 31, 2013:

At December 31, 2013	Options Exercisable			
	Number Outstanding (in thousands)	Weighted Average Exercise Price	Average Remaining Life (Years)	Aggregate Intrinsic Value (in thousands)
Range of Exercise Prices				
\$2.76 to \$16.48	204	\$ 11.95	3.20	\$ 6,481
\$18.00	961	\$ 18.00	3.86	\$ 24,706
\$20.45 to \$25.64	509	\$ 23.23	4.32	\$ 10,433
\$36.70 to \$40.23	55	\$ 36.70	6.95	\$ 385
Total	1,729			\$ 42,005

The intrinsic value of the stock options exercised by the Company's employees during the years ended December 31, 2013, 2012 and 2011 was \$13.9 million, \$14.5 million and \$19.4 million, respectively.

12. INCOME TAXES

The provision for income taxes (benefits) consisted of:

(in thousands)	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Current			
U.S. federal	\$ 100,504	\$ 94,022	\$ 53,041
U.S. state and local	17,513	19,067	12,573
Non U.S.	20,113	22,277	18,720
	<u>138,130</u>	<u>135,366</u>	<u>84,334</u>
Deferred			
U.S. federal	(9,044)	(24,733)	12,412
U.S. state and local	(3,614)	(5,225)	(2,643)
Non U.S.	(2,408)	(237)	(4,144)
	<u>(15,066)</u>	<u>(30,195)</u>	<u>5,625</u>
Provision for income taxes	\$ 123,064	\$ 105,171	\$ 89,959

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The following table reconciles the provision to the U.S. federal statutory income tax rate:

	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
U.S. federal statutory income tax rate	35.00%	35.00%	35.00%
U.S. state and local income taxes, net of U.S. federal income tax benefits	3.06%	2.10%	2.45%
Change in tax rates applicable to non-U.S. earnings	(0.95%)	(1.90%)	(3.33%)
Domestic tax credits	(0.86%)	— %	(0.95%)
Other	(0.64%)	1.14%	0.98 %
Effective income tax rate	<u>35.61%</u>	<u>36.34%</u>	<u>34.15%</u>

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when such differences are expected to reverse. Significant components of the Company's deferred tax assets and liabilities as of December 31, 2013 and 2012, were as follows:

(in thousands)	As of	
	December 31, 2013	December 31, 2012
Deferred tax assets:		
Employee compensation and benefit plans	\$ 35,051	\$ 33,183
Deferred rent	9,810	8,592
Property, equipment and leasehold improvements, net	949	—
State taxes	3,847	1,716
Interest rate swap	—	523
Foreign currency translation	—	144
Pension	454	505
Unearned revenue	1,493	908
NOL carryforward – current	2,129	741
NOL carryforward – non-current	34,699	3,849
Other	3,043	3,239
Subtotal	91,475	53,400
Less: valuation allowance	(23,399)	(209)
Total deferred tax assets	<u>\$ 68,076</u>	<u>\$ 53,191</u>

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	As of	
	December 31, 2013	December 31, 2012
Deferred tax liabilities:		
Intangible assets	\$ (235,102)	\$ (236,838)
Foreign currency translation	(378)	—
Property, equipment and leasehold improvements, net	—	(1,046)
Other	(762)	—
Total deferred tax liabilities	\$ (236,242)	\$ (237,884)
Net deferred tax liabilities	\$ (168,166)	\$ (184,693)
Net current deferred tax asset	\$ 52,888	\$ 49,552
Net non-current deferred tax liabilities	(221,054)	(234,245)
Net deferred tax liabilities	\$ (168,166)	\$ (184,693)

The following table presents the components of income before provision for income taxes generated by domestic or foreign operations for the periods indicated:

(in thousands)	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Domestic	\$ 301,697	\$ 237,816	\$ 220,302
Foreign ⁽¹⁾	43,924	51,593	43,111
Total income before provision for income taxes	\$ 345,621	\$ 289,409	\$ 263,413

⁽¹⁾ Foreign income before provision for income taxes is defined as income generated from operations located outside the U.S.

Cumulative earnings attributable to foreign subsidiaries were \$188.6 million, \$164.9 million and \$121.1 million for the years ended December 31, 2013, 2012, and 2011, respectively. No provisions for U.S. income tax that could occur upon repatriation has been recorded on these earnings which are indefinitely invested abroad. It is not practicable to determine the amount of income taxes payable in the event all such foreign earnings are repatriated.

The Company intends to reinvest the undistributed earnings of all foreign operations indefinitely except for any entities that are branches of U.S. companies or check-the-box entities that have elected to be treated as disregarded entities for U.S. tax purposes and are held directly by a U.S. company or are not otherwise eligible for deferral. Accordingly, the Company does not accrue the U.S. taxes that would be recognized upon repatriation of these earnings.

The Company regularly assesses the likelihood of additional assessments in each of the taxing jurisdictions in which it files income tax returns. The Company has established unrecognized tax benefits that the Company believes are adequate in relation to the potential for additional assessments. Once established, the Company adjusts unrecognized tax benefits only when more information is available or when an event occurs necessitating

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a change. As part of the Company's periodic review of unrecognized tax benefits and based on new information regarding the status of federal and state examinations, the Company's unrecognized tax benefits were remeasured. It is reasonably possible that significant changes in the balance of unrecognized tax benefits may occur within the next 12 months. At this time, however, it is not possible to reasonably estimate the expected change to the total amount of unrecognized tax benefits and the impact on the effective tax rate over the next 12 months.

The Company believes the resolution of tax matters will not have a material effect on the Consolidated Statement of Financial Condition of the Company, although a resolution could have a material impact on the Company's Consolidated Statement of Income for a particular future period and on the Company's effective tax rate for any period in which such resolution occurs.

The following table presents a reconciliation of the beginning and ending amount of the gross unrecognized tax benefits, excluding interest and penalties, for the years ended December 31, 2013, 2012 and 2011:

Gross unrecognized tax benefits (amounts in thousands)	Year Ended December 31, 2013	Year Ended December 31, 2012	Year Ended December 31, 2011
Beginning balance	\$ 6,827	\$ 13,168	\$ 13,392
Increases based on tax positions related to the current period	194	—	—
Increases based on tax positions related to prior periods	2,690	349	1,061
Decreases based on tax positions related to prior periods	(2,474)	(427)	(1,132)
Increases/ (Decreases) related to settlements with taxing authorities	—	(6,263)	(153)
Increases/(Decreases) related to a lapse of applicable statute of limitations	(148)	—	—
Ending balance	\$ 7,089	\$ 6,827	\$ 13,168

The total amount of unrecognized tax benefits was \$6.4 million, net of federal benefit of state issues, competent authority and foreign tax credit offsets, as of December 31, 2013, which, if recognized, would favorably affect the effective tax rate in future periods. The Company recognizes the accrual of interest and penalties related to unrecognized tax benefits in the Provision for Income Taxes in the Consolidated Statement of Income. For the year ended December 31, 2013, the Company recognized \$0.2 million of interest in the Consolidated Statement of Income. No penalties were recognized in the Consolidated Statement of Income for the year ended December 31, 2013.

The Company is under examination by the Internal Revenue Service and other tax authorities in certain countries, such as the United Kingdom, and states in which the Company has significant business operations, such as New York. The tax years currently under examination vary by jurisdiction. During 2010, Morgan Stanley reached a settlement with New York State and New York City tax authorities on issues relating to tax years 2002 through 2006. During the year ended December 31, 2012, it was determined that MSCI's share of the assessed tax and interest was \$12.0 million, which the Company paid in accordance with the tax sharing agreement between it and Morgan Stanley, dated as of November 20, 2007. The Company had recorded a reserve of \$8.4 million to indemnify Morgan Stanley through December 31, 2011. As a result of the additional assessment,

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the Company recognized an additional \$1.7 million of tax expense, which represents the additional assessment, net of federal tax benefit, in its Consolidated Statement of Income during the year ended December 31, 2012. This reflects the final settlement of the tax issues with Morgan Stanley relating to tax years 2002 through 2006.

The Company may have future settlements with Morgan Stanley related to the ultimate disposition of their New York State and New York City examination relating to the tax years 2007 through 2008 and their IRS examination relating to the tax years 2006 through 2008. The Company does not believe it has any material exposure for the New York State and New York City examination as the tax returns for those years were filed in a method consistent with the findings of the aforementioned settlement for the tax years 2002 through 2006. Additionally, the Company believes it has adequate reserves for any tax issues that may arise out of the IRS examination relating to the tax years 2006 through 2008 and therefore does not believe any related settlement with Morgan Stanley will have a material impact.

The following table summarizes the major taxing jurisdictions in which the Company and its affiliates operate and the open tax years for each major jurisdiction:

<u>Tax Jurisdiction</u>	<u>Tax Years</u>
United States	2005-2012
California	2009-2012
New York State	2007-2012
New York City	2007-2012
Hong Kong	2007-2012
United Kingdom	2011-2012
Canada	2006-2012
Japan	2009-2012
India	2008-2013

13. ACQUISITIONS AND DISPOSITIONS

The acquisition method of accounting is based on ASC Subtopic 805-10, "*Business Combinations*," and uses the fair value concepts defined in ASC Subtopic 820-10, "*Fair Value Measurements and Disclosures*," which the Company has adopted as required. The total purchase price is allocated to the net tangible and intangible assets based upon their fair values as of the acquisition dates. The excess of the purchase price over the fair values of the net tangible assets and intangible assets was recorded as goodwill. The allocation of the purchase price was based upon a valuation and is subject to change within the one-year measurement period following the acquisition. MSCI expects to continue to obtain information to assist it in determining the fair value of the net assets acquired at the acquisition date for InvestorForce during the measurement period.

Acquisition of IPD

On November 30, 2012, MSCI Limited, an indirect wholly-owned subsidiary of the Company, paid cash of \$124.8 million to acquire real estate performance measurement group IPD. The acquisition of IPD expands the Company's multi-asset class offering by facilitating the integration of private real estate assets into its models, as well as adding a family of real estate indexes to the Company's family of equity indexes. Headquartered in London, with offices around the world, IPD is a provider of real estate performance analysis for funds, investors, managers, lenders and occupiers and offers a wide range of services that include research, reporting, benchmarking and indexes. IPD has been added as a component of the Performance and Risk segment.

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The final purchase price allocations for the IPD acquisition were \$76.5 million for goodwill, \$58.7 million for identifiable intangible assets, \$18.6 million for assets other than identifiable intangible assets and \$29.0 million for other liabilities.

Acquisition of InvestorForce

On January 29, 2013, MSCI completed the acquisition of InvestorForce by paying \$23.6 million in cash. The acquisition of InvestorForce enhances MSCI's position as a provider of performance analysis and risk transparency and furthers its goal of providing investment decision support tools to institutional investors across all client segments and asset classes. InvestorForce is a leading provider of performance reporting solutions to the institutional investment community in the United States, providing investment consultants with an integrated solution for daily monitoring, analysis of and reporting on institutional assets. InvestorForce has been added as a component of the Performance and Risk segment.

As of December 31, 2013, the preliminary purchase price allocations for the InvestorForce acquisition were \$11.6 million for goodwill, \$9.1 million for identifiable intangible assets, \$6.4 million for assets other than identifiable intangible assets and \$3.5 million for other liabilities.

Disposition of CFRA

On March 31, 2013, MSCI completed the sale of its CFRA product line, which was a component of the Governance segment. The results of operations from the CFRA product line and the sale of CFRA were not material to the Company.

14. SEGMENT INFORMATION

ASC Subtopic 280-10, "Segment Reporting," establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker, or CODM, in deciding how to allocate resources and in assessing performance. MSCI's Chief Executive Officer, who is considered to be its CODM, reviews financial information presented on an operating segment basis for purposes of making operating decisions and assessing financial performance. MSCI operates as two segments, the Performance and Risk business and the Governance business. These designations have been made as the discrete operating results of these segments are reviewed by the Company's CODM for purposes of making operating decisions and assessing financial performance.

The Performance and Risk business is a global provider of investment decision support tools, including equity indexes, real estate indexes and benchmarks, portfolio risk and performance analytics, credit analytics and ESG products. The business provides clients with a broad suite of products and services to assist them with managing equity, fixed income and multi-asset class portfolios. The products are used in many areas of the investment process, including portfolio construction and rebalancing, performance benchmarking and attribution, risk management, regulatory and client reporting, index-linked investment product creation, asset allocation, the assessment of corporate management of ESG risks and opportunities, investment manager selection and investment research.

The Governance business is a provider of corporate governance products and governance-related data solutions to institutional investors and corporations around the world. Among other things, the Governance business facilitates the voting of proxies by institutional investors and provides in-depth research and analysis to help inform their voting decisions and identify issuer-specific risk. It offers both global equity security coverage

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and fully integrated products and services, including proxy voting; policy creation, application and management; research; vote recommendations; vote execution; post-vote disclosure and reporting; and data and analytical tools. It also provides securities class action monitoring and claims filing services to aid institutional investors in the recovery of funds from securities class action settlements. Within a firewall, a separate unit of the Governance business also provides products and services to corporate clients who may use those products and services to learn about and improve their governance and executive compensation practices.

Revenues and expenses directly associated with each respective segment are included in determining its operating results. Other expenses that are not directly attributable to a particular segment are allocated based upon allocation methodologies, including time estimates, headcount, revenues and other relevant usage measures.

The CODM does not review any information regarding total assets on an operating segment basis. Operating segments do not record intersegment revenue, and, accordingly, there is none to be reported. The accounting policies for segment reporting are the same as for MSCI as a whole.

The following table presents MSCI's operating segments' results for the years ended December 31, 2013, 2012 and 2011:

(in thousands)	December 31, 2013	Years Ended December 31, 2012	December 31, 2011
Operating revenues			
Performance and Risk	\$ 913,364	\$ 826,990	\$ 781,355
Governance	122,303	123,151	119,586
Consolidated	<u>\$1,035,667</u>	<u>\$ 950,141</u>	<u>\$ 900,941</u>
Amortization of intangible assets and depreciation and amortization of property, equipment and leasehold improvements			
Performance and Risk	\$ 63,086	\$ 65,182	\$ 67,558
Governance	17,419	16,816	17,672
Consolidated	<u>\$ 80,505</u>	<u>\$ 81,998</u>	<u>\$ 85,230</u>
Operating income			
Performance and Risk	\$ 356,500	\$ 334,547	\$ 310,504
Governance	15,006	12,389	11,494
Consolidated	<u>\$ 371,506</u>	<u>\$ 346,936</u>	<u>\$ 321,998</u>

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenue by geography is based on the shipping address of the customer. The following table sets forth revenue for the periods indicated by geographic area:

(in thousands)	For the Years Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Revenues			
Americas:			
United States	\$ 506,392	\$ 485,603	\$ 457,591
Other	38,653	31,929	32,188
Total Americas	545,045	517,532	489,779
Europe, the Middle East and Africa ("EMEA"):			
United Kingdom	152,714	118,827	106,648
Other	214,316	189,465	180,600
Total EMEA	367,030	308,292	287,248
Asia & Australia:			
Japan	50,701	57,419	58,023
Other	72,891	66,898	65,891
Total Asia & Australia	123,592	124,317	123,914
Total	<u>\$1,035,667</u>	<u>\$ 950,141</u>	<u>\$ 900,941</u>

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Long-lived assets consist of property, equipment, leasehold improvements, goodwill and intangible assets, net of accumulated depreciation and amortization. The following table sets forth long-lived assets on the dates indicated by geographic area:

(in thousands)	As of	
	December 31, 2013	December 31, 2012
Long-lived assets		
Americas:		
United States	\$ 2,323,781	\$ 2,334,877
Other	4,082	4,608
Total Americas	2,327,863	2,339,485
EMEA:		
United Kingdom	133,411	139,714
Other	11,871	8,749
Total EMEA	145,282	148,463
Asia & Australia:		
Japan	1,543	297
Other	5,428	3,658
Total Asia & Australia	6,971	3,955
Total	\$ 2,480,116	\$ 2,491,903

MSCI INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
15. QUARTERLY RESULTS OF OPERATIONS (unaudited):

	2013				2012			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in thousands, except per share data)							
Operating revenues	\$251,909	\$257,898	\$258,238	\$267,622	\$229,052	\$238,565	\$235,444	\$247,080
Cost of services	80,185	83,359	80,040	84,727	72,291	73,243	68,350	74,191
Selling, general and administrative	61,631	57,612	65,380	70,722	55,436	57,602	62,973	57,172
Restructuring	—	—	—	—	(29)	(22)	—	—
Amortization of intangible assets	14,486	14,509	14,448	14,760	15,959	15,959	15,959	15,421
Depreciation and amortization of property, equipment and leasehold improvements	5,080	5,246	5,934	6,042	4,416	4,662	4,633	4,989
Total operating expenses	161,382	160,726	165,802	176,251	148,073	151,444	151,915	151,773
Operating income	90,527	97,172	92,436	91,371	80,979	87,121	83,529	95,307
Interest income	(268)	(237)	(265)	(261)	(223)	(237)	(252)	(242)
Interest expense ⁽¹⁾	7,020	6,504	5,827	6,914	12,355	29,581	7,314	7,178
Other expense (income)	224	(354)	627	154	608	516	873	56
Other expense (income), net	6,976	5,913	6,189	6,807	12,740	29,860	7,935	6,992
Income before provision for income taxes	83,551	91,259	86,247	84,564	68,239	57,261	75,594	88,315
Provision for income taxes	24,614	30,206	30,937	37,307	24,273	19,715	27,320	33,863
Net income	<u>\$ 58,937</u>	<u>\$ 61,053</u>	<u>\$ 55,310</u>	<u>\$ 47,257</u>	<u>\$ 43,966</u>	<u>\$ 37,546</u>	<u>\$ 48,274</u>	<u>\$ 54,452</u>
Earnings per basic common share	<u>\$ 0.49</u>	<u>\$ 0.50</u>	<u>\$ 0.46</u>	<u>\$ 0.40</u>	<u>\$ 0.36</u>	<u>\$ 0.31</u>	<u>\$ 0.39</u>	<u>\$ 0.44</u>
Earnings per diluted common share	<u>\$ 0.48</u>	<u>\$ 0.50</u>	<u>\$ 0.46</u>	<u>\$ 0.39</u>	<u>\$ 0.35</u>	<u>\$ 0.30</u>	<u>\$ 0.39</u>	<u>\$ 0.44</u>
Weighted average shares outstanding used in computing per share data								
Basic	<u>120,746</u>	<u>121,149</u>	<u>119,607</u>	<u>118,828</u>	<u>121,754</u>	<u>122,030</u>	<u>122,261</u>	<u>122,082</u>
Diluted	<u>121,702</u>	<u>122,069</u>	<u>120,578</u>	<u>119,877</u>	<u>123,113</u>	<u>123,295</u>	<u>123,450</u>	<u>122,995</u>

⁽¹⁾ Increased Interest expense during the second quarter of 2012 was primarily the result of the accelerated recognition of deferred financing costs associated with the refinancing of the Company's debt that occurred during the quarter.

MSCI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

16. SUBSEQUENT EVENTS

Authorization of the 2014 Repurchase Program

On February 4, 2014, the Board of Directors approved a stock repurchase program authorizing the purchase of up to \$300.0 million worth of shares of MSCI's common stock which will be available from time to time at management's discretion.

Initiation of the February 2014 ASR Program

On February 6, 2014, MSCI entered into a new ASR agreement to initiate share repurchases aggregating \$100.0 million (the "February 2014 ASR Program"). The February 2014 ASR Program is structured as a capped ASR in which, on February 7, 2014, MSCI paid \$100.0 million and received 1.7 million shares, representing the minimum number of common shares to be repurchased based on a calculation using a specific capped price per share. This price is capped such that only under limited circumstances may the Company be required to deliver shares or pay cash at settlement. MSCI anticipates that all repurchases under the February 2014 ASR Program will be completed no later than the final repurchase date in May 2014, although settlement may be accelerated under certain circumstances. Additionally, depending on the average share price through the completion date in May 2014, MSCI may receive additional shares under the February 2014 ASR Program.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
3.1	Third Amended and Restated Certificate of Incorporation	10-Q	001-33812	3.1	5/4/2012
3.2	Amended and Restated By-laws	10-Q	001-33812	3.2	5/4/2012
4.1	Form of Senior Debt Indenture	S-3	333-181533	4.1	5/18/2012
4.2	Form of Subordinated Debt Indenture	S-3	333-181533	4.2	5/18/2012
4.3	Form of Common Stock Certificate	10-Q	001-33812	4.1	5/4/2012
10.1†	Index License Agreement for Funds, dated as of March 18, 2000, between Morgan Stanley Capital International and Barclays Global Investors, N.A.			Filed Herewith	
10.2†	Amendment to Index License Agreement for Funds between Morgan Stanley Capital International and Barclays Global Investors, N.A.	10-K	001-33812	10.2	2/29/2012
10.3†	Letter Agreement to Amend MSCI-BGI Fund Index License Agreement, dated as of June 21, 2001, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.3	1/31/2011
10.4†	Addendum to the Index License Agreement for Funds, dated as of September 18, 2002, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	S-1/A	333-144975	10.4	9/26/2007
10.5†	Amendment to the Index License Agreement for Funds, dated as of December 3, 2004, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	S-1/A	333-144975	10.5	10/26/2007
10.6†	Amendment to the Index License Agreement for Funds, dated as of May 1, 2005, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	S-1/A	333-144975	10.6	9/26/2007
10.7†	Amendment to the Index License Agreement for Funds, dated as of July 1, 2006, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	S-1/A	333-144975	10.7	10/26/2007
10.8	Amendment to Index License Agreement for Funds, dated as of June 5, 2007, between Morgan Stanley Capital International Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.8	1/31/2011
10.9	Amendment to Index License Agreement for Funds, dated as of November 7, 2008, between MSCI Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.9	2/29/2012

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.10†	Amendment to Index License Agreement for Funds, dated as of December 9, 2008, between MSCI Inc. and Barclays Global Investors, N.A.	10-Q	001-33812	10.2	7/2/2010
10.11	Amendment to Index License Agreement for Funds, dated as of April 1, 2009, between MSCI Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.11	1/29/2010
10.12†	Amendment to Index License Agreement for Funds, dated as of May 21, 2009, between MSCI Inc. and Barclays Global Investors, N.A.	10-Q	001-33812	10.3	7/2/2010
10.13	Amendment to Index License Agreement for Funds, dated as of September 30, 2009, between MSCI Inc. and Barclays Global Investors, N.A.	10-Q	001-33812	10.4	7/2/2010
10.14	Amendment to Index License Agreement for Funds, dated as of October 6, 2009, between MSCI Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.14	1/29/2010
10.15†	Amendment to the Index License Agreement for Funds, dated as of October 4, 2011, by and between MSCI Inc. and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.). Replaces in its entirety the Amendment to Index License Agreement for Funds, dated as of October 27, 2009, between MSCI Inc. and Barclays Global Investors, N.A. filed as Exhibit 10.15 to Form 10-K (001-33812) filed with the SEC on February 29, 2012.	10-K	001-33812	10.15	3/1/2013
10.16	Trademark License Agreement, dated as of March 18, 2002, between Morgan Stanley Dean Witter & Co. and Morgan Stanley Capital International Inc.	S-1	333-144975	10.9	9/26/2007
10.17	Amendment No. 1 to Trademark License Agreement, dated July 21, 2008, between Morgan Stanley and MSCI Inc.	10-Q	001-33812	10.6	10/6/2008
10.18	Intellectual Property Agreement, dated as of November 20, 2007, between Morgan Stanley and MSCI Inc.	10-K	001-33812	10.10	2/28/2008
10.19	Amendment No. 1 to Intellectual Property Agreement, dated as of July 21, 2008, between Morgan Stanley and MSCI Inc.	10-Q	001-33812	10.4	10/6/2008
10.20	Services Agreement, dated as of November 20, 2007, between Morgan Stanley and MSCI Inc.	10-K	001-33812	10.11	2/28/2008
10.21	Amendment No. 1 to Services Agreement, dated as of July 21, 2008, between Morgan Stanley and MSCI Inc.	10-Q	001-33812	10.5	10/6/2008

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.22	Letter Agreement to Services Agreement, dated as of May 22, 2009, between Morgan Stanley and MSCI Inc.	8-K	001-33812	10.3	5/22/2009
10.23	Tax Sharing Agreement, dated as of November 20, 2007, between Morgan Stanley and MSCI Inc.	10-K	001-33812	10.12	2/28/2008
10.24	Shareholder Agreement, dated as of November 20, 2007, between Morgan Stanley and MSCI Inc.	10-K	001-33812	10.13	2/28/2008
10.25	Amended and Restated Shareholder Agreement, dated as of July 21, 2008, between Morgan Stanley and MSCI Inc.	10-Q	001-33812	10.3	10/6/2008
10.26	Credit Agreement, dated as of June 1, 2010 among MSCI Inc., as the Borrower, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, Morgan Stanley Senior Funding, Inc., as Swing Line Lender and L/C Issuer and the other lenders party thereto, as amended by Amendments No. 1 and 2 thereto, dated as of February 4, 2011 and March 14, 2011, respectively, each among MSCI Inc., as the Borrower, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, Morgan Stanley Senior Funding, Inc., as Swing Line Lender and L/C Issuer and the other lenders party thereto, as amended and restated by Exhibit 10.64.	8-K 8-K 8-K	001-33812 001-33812 001-33812	2.2 2.1 2.2	6/7/2010 3/18/2011 3/18/2011
10.27	Asset Purchase Agreement, dated July 22, 2008, between MSCI Inc. and Morgan Stanley	10-Q	001-33812	10.7	10/6/2008
10.28	Separation Agreement, dated as of May 22, 2009, between Morgan Stanley and MSCI Inc.	8-K	001-33812	10.1	5/22/2009
10.29	Employee Matters Agreement, dated as of May 22, 2009, between Morgan Stanley and MSCI Inc.	8-K	001-33812	10.2	5/22/2009
10.30*	MSCI Inc. Amended and Restated 2007 Equity Incentive Compensation Plan	10-K	001-33812	10.30	3/1/2013
10.31*	MSCI Independent Directors' Equity Compensation Plan as amended and restated on January 12, 2011	10-K	001-33812	10.39	1/31/2011
10.32*	MSCI Inc. Performance Formula and Incentive Plan	Proxy	001-33812	Annex C	2/28/2008

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.33*	MSCI Equity Incentive Compensation Plan 2007 Founders Grant Award Certificate for Stock Options	10-K	001-33812	10.19	2/28/2008
10.34*	Form of Award Agreement for Restricted Stock Units for Directors under the MSCI Inc. Independent Directors' Equity Compensation Plan	10-K	001-33812	10.34	3/1/2013
10.35*	RiskMetrics Group, Inc. 2000 Stock Option Plan	S-8	333-165888	99.1	6/3/2010
10.36*	RiskMetrics Group, Inc. 2004 Stock Option Plan	S-8	333-165888	99.2	6/3/2010
10.37*	Institutional Shareholder Services Holdings, Inc. Equity Incentive Plan	S-8	333-165888	99.3	6/3/2010
10.38*	RiskMetrics Group, Inc. 2007 Omnibus Incentive Compensation Plan	10-K	001-33812	10.38	3/1/2013
10.39*	Form of Performance Award Agreement for Restricted Stock Units for Named Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.44	1/31/2011
10.40*	Form of Performance Award Agreement for Restricted Stock Units for Employees under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.45	1/31/2011
10.41*	Form of Award Agreement for Restricted Stock Units for Employees under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.46	1/31/2011
10.42*	Form of Award Agreement for Restricted Stock Units for Named Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.47	1/31/2011
10.43*	Form of Performance Award Agreement for Performance Stock Units for Employees under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.50	1/31/2011
10.44*	Form of Performance Award Agreement for Performance Stock Units for Named Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.51	1/31/2011
10.45*	Award Agreement for 2010 Price Vested Stock Option Award for the Chief Executive Officer under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.54	1/31/2011

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.46*	Form of Performance Award Agreement for Performance Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.46	3/1/2013
10.47*	Form of Performance Award Agreement for Performance Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan	10-K	001-33812	10.47	3/1/2013
10.48†	Amendment to Index License Agreement for Funds, dated as of December 15, 2009, between MSCI Inc. and Blackrock Institutional Trust Company, N.A.	10-K	001-33812	10.57	1/31/2011
10.49	Amendment to Index License Agreement for Funds, dated as of June 13, 2011, between MSCI Inc. and BlackRock Institutional Trust Company, N.A.	10-K	001-33812	10.58	2/29/2012
10.50	Amendment to Index License Agreement for Funds, dated as of May 20, 2010	10-K	001-33812	10.59	1/31/2011
10.51†	Schedule No. 11043 to the Master Index License Agreement for Index Based Funds between MSCI Inc. and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.), dated as of September 1, 2010	10-K	001-33812	10.60	1/31/2011
10.52†	Amendment to the Index License Agreement for Funds, dated as of November 19, 2010 between MSCI Inc. and Barclays Global Investors, N.A.	10-K	001-33812	10.52	3/1/2013
10.53	Amendment to the Index License Agreement for Funds, dated as of June 21, 2011, by and between MSCI Inc. and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.)	10-K	001-33812	10.62	2/29/2012
10.54†	Amendment to the Index License Agreement for Funds, dated as of July 1, 2011, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and Blackrock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K/A	001-33812	10.63	7/20/2012
10.55*	Amendment to the Index License Agreement for Funds, dated as of August 23, 2011, by and between MSCI Inc. and Blackrock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.56	Amendment to the Index License Agreement for Funds, dated as of October 4, 2011, by and between MSCI Inc. and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.)	10-K	001-33812	10.65	2/29/2012
10.57†	Amendment to the Index License Agreement for Funds, dated as of October 4, 2011, by and between MSCI Inc. and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.57	3/1/2013
10.58	Amendment to the Index License Agreement for Funds, dated as of December 16, 2011, by and between MSCI Inc. (formerly, Morgan Stanley Capital International, Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.67	2/29/2012
10.59	Agreement of Lease dated September 16, 2011, by and between 7 World Trade Center, LLC and MSCI Inc.	8-K	001-33812	10.1	9/22/2011
10.60*	Director Deferral Plan	10-Q	001-33812	10.1	8/5/2011
10.61*	Offer Letter, executed May 25, 2012, between MSCI Inc. and Robert Qutub	8-K	001-33812	10.1	5/30/2012
10.62*	Change of Employment Status and Release Agreement, executed August 2, 2012, between MSCI Inc. and David M. Obstler	10-Q	001-33812	10.2	8/3/2012
10.63†	Datafeed License Agreement dated as of May 31, 2012, by and between Broadridge Investor Communication Solutions, Inc. and Institutional Shareholder Services Inc.	10-Q/A	001-33812	10.55	11/16/2012
10.64	Amended and Restated Credit Agreement dated as of May 4, 2012 among MSCI Inc., as the Borrower, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Swing Line Linder and L/C Issuer, Morgan Stanley & Co. Incorporated, as Collateral Agent and the other lenders party thereto, as amended and restated by Exhibit 10.78.	10-Q	001-33812	10.26	5/4/2012
10.65	Fixed Dollar Capped Accelerated Share Repurchase Transaction dated as of December 13, 2012, between MSCI Inc. and Morgan Stanley & Co. LLC	10-K	001-33812	10.65	3/1/2013

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.66†	Amendment to the Index License Agreement for Funds, dated as of February 16, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.67†	Amendment to the Index License Agreement for Funds, dated as of April 9, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.67	3/1/2013
10.68†	Amendment to the Index License Agreement for Funds, dated as of June 1, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.68	3/1/2013
10.69†	Amendment to the Index License Agreement for Funds, dated as of August 17, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.69	3/1/2013
10.70†	Amendment to the Index License Agreement for Funds, dated as of August 20, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.71†	Amendment to the Index License Agreement for Funds, dated as of November 6, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.72†	Amendment to the Index License Agreement for Funds, dated as of November 15, 2012, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)	10-K	001-33812	10.72	3/1/2013

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<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.73††	Amendment to the Index License Agreement for Funds, dated as of February 21, 2013, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.74††	Amendment to the Index License Agreement for Funds, dated as of March 20, 2013, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.75††	Amendment to the Index License Agreement for Funds, dated as of September 11, 2013, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.76††	Amendment to the Index License Agreement for Funds, dated as of December 10, 2013, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.77††	Amendment to the Index License Agreement for Funds, dated as of December 16, 2013, by and between MSCI Inc. (formerly, Morgan Stanley Capital International Inc.) and BlackRock Institutional Trust Company, N.A. (formerly, Barclays Global Investors, N.A.)			Filed Herewith	
10.78	Amendment No. 1 to the Amended and Restated Credit Agreement dated December 12, 2013, to the Amended and Restated Credit Agreement dated May 4, 2012 among MSCI Inc., as the Borrower, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Swing Line Lender and L/C Issuer, Morgan Stanley & Co. LLC, as Collateral Agent and the other lenders party thereto.	8-K	001-33812	10.1	12/13/2013
10.79*	Form of Performance Award Agreement for Performance Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	
10.80*	Form of Performance Award Agreement for Performance Stock Units for Chief Executive Officer under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	

Table of Contents

<u>Exhibit Number</u>	<u>Description</u>	<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>
10.81*	Form of Performance Award Agreement for Performance Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	
10.82*	Form of Award Agreement for Restricted Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	
10.83*	Form of Award Agreement for Restricted Stock Units for Chief Executive Officer under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	
10.84*	Form of Award Agreement for Restricted Stock Units for Executive Officers under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan			Filed Herewith	
10.85*	Award Agreement for 2013 Non-Qualified Stock Option Award			Filed Herewith	
10.86	Fixed Dollar Capped Accelerated Share Repurchase Transaction dated as of August 1, 2013, between MSCI Inc. and Morgan Stanley & Co. LLC	10-Q	001-33812	10.1	11/1/2013
21.1	Subsidiaries of the Registrant			Filed Herewith	
23.1	Consent of Deloitte & Touche LLP			Filed Herewith	
24.1	Powers of Attorney (included as part of Signature Page)			Filed Herewith	
31.1	Rule 13a-14(a) Certification of Chief Executive Officer			Filed Herewith	
31.2	Rule 13a-14(a) Certification of Chief Financial Officer			Filed Herewith	
32.1	Section 1350 Certification of Chief Executive Officer and Chief Financial Officer			Furnished Herewith	
101.INS	XBRL Instance Document.			Filed Herewith	
101.SCH	XBRL Taxonomy Extension Schema Document.			Filed Herewith	
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.			Filed Herewith	
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.			Filed Herewith	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.			Filed Herewith	
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.			Filed Herewith	

* Indicates a management compensation plan, contract or arrangement.

† Confidential treatment has been granted for a portion of this exhibit.

†† Confidential treatment requested.

CONFIDENTIAL TREATMENT GRANTED. ***** INDICATES OMITTED MATERIAL THAT HAS BEEN GRANTED CONFIDENTIAL TREATMENT BY THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

CONFIDENTIAL

MORGAN STANLEY CAPITAL INTERNATIONAL

INDEX LICENSE AGREEMENT FOR FUNDS

AGREEMENT, dated as of March 18, 2000, by and between MORGAN STANLEY CAPITAL INTERNATIONAL INC. ("MSCI"), a Delaware corporation, having an office at 1585 Broadway, New York, NY 10036, and Barclays Global Investors, N.A. ("Licensee"), having an office at 45 Fremont Street, San Francisco, CA 94105.

WHEREAS, MSCI owns rights to, and engages in a variety of business activities in connection with, certain stock indexes and the proprietary data contained therein, among which are the indexes listed in Exhibit A, annexed hereto and made a part hereof (such indexes and data contained therein are hereinafter referred to as the "Indexes");

WHEREAS, MSCI calculates, maintains and publishes the Indexes;

WHEREAS, MSCI uses in commerce and owns trade name, trademark and service mark rights to the designations Morgan Stanley Capital International®; MSCI®; Morgan Stanley Capital International Perspective®; MSCIP; and EAFE® (such rights are hereinafter individually and collectively referred to as the "Marks");

WHEREAS, Licensee wishes to use the Indexes as the basis of the exchange traded funds described in Exhibit B, annexed hereto and made a part hereof (the "Funds");

WHEREAS, Licensee wishes to use the Indexes and the Marks to sponsor, issue, establish, organize, structure, operate, manage, offer, sell, market, promote, write, list, trade, exchange and distribute (collectively "sponsor") the Funds and to make disclosure about the Funds under applicable laws, rules and regulations in order to indicate that MSCI is the source of the Indexes; and

WHEREAS, Licensee wishes to obtain MSCI's authorization to use the Indexes and refer to the Indexes and the Marks in connection with the Funds pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of License

(a) Subject to the terms and conditions of this Agreement, MSCI grants to Licensee a non-transferable, non-exclusive, license (i) to use one or more of the Indexes as the basis, or as a component, of the Funds (in accordance with the restrictions set forth in Exhibit B) to sponsor the Funds; and (ii) to use and refer to the Indexes and the Marks (in accordance with the restrictions set forth in Exhibit B) in the names of the Funds; to sponsor the Funds; and to make such disclosure about the Funds as Licensee deems necessary, electronically or otherwise, under any applicable laws, rules or regulations. Licensee shall not disseminate electronically or in any other fashion to

any third party any information related to the Indexes that is designated as "Confidential" or "Proprietary" by MSCI (except as provided in Paragraph 8(c) below).

(b) Licensee shall have a right to sublicense any or all of the rights granted hereunder to (i) any affiliate of Licensee; provided such affiliate will not have the power to further sublicense those rights to any third parties other than to the Funds and (ii) any of the Funds; provided the Funds will not have the further power to sublicense those rights to any third parties. Licensee shall require any such sublicensee to comply with Licensee's obligations under this Agreement and shall remain obligated under the terms of the Agreement with respect to any actions taken by the sublicensee pursuant to any sublicense. No further license shall be required from MSCI of any securities exchange, stock market or other entity to list and trade the Funds in accordance with the terms and conditions set forth herein.

(c) Unless otherwise agreed by the parties, Licensee will initiate appropriate regulatory filings with respect to each of the Funds within 90 days after execution of this Agreement or after execution of an amendment to this Agreement. Within 30 days after receipt of any required regulatory approval for each of the Funds, Licensee will launch such Funds; provided, however, MSCI will not unreasonable withhold its consent to delay the launching of the Funds for a tiered roll-out. If (i) Licensee shall fail to initiate any filings for any Fund within said 90 day period, (ii) Licensee shall fail to launch any Fund within said specified periods, or (iii) if MSCI reasonably determines, after consultation with Licensee, that regulatory approval for any such Fund is not likely to be received within a reasonable time period (taking into account such factors as past experiences for similar regulatory approvals), MSCI may, as its exclusive remedy under this Agreement and upon written notice to Licensee, terminate the license granted hereunder with respect to the particular Index underlying such Fund. Licensee shall have no obligation to launch any Fund based on an Index. After a Fund is launched, Licensee may terminate the Fund or the Fund's use of an Index at any time.

2. Term

The term of the license granted hereunder shall commence on March 18, 2000 and shall continue for 5 years.

3. License Fees

Licensee shall pay MSCI a quarterly license fee with respect to each Index (listed on Exhibit A) which is used by Licensee as the basis for, or a component of, a Fund (listed on Exhibit B) under Licensee's management. Commencing on March 18 and continuing through December 31, 2000, the license fee shall be *****. Commencing on January 1, 2001 and continuing through the remainder of the term, the license fee shall be *****. The license fee shall be based on each Fund's average daily net assets during the relevant quarter. The license fees shall be calculated by Licensee and shall be paid in arrears to MSCI by the fifteenth day of the following quarter. Such license fees shall be accompanied by a statement from Licensee stating that the license fees paid to MSCI are accurate.

Licensee shall maintain detailed and accurate records with respect to the assets of the Funds and its payments to MSCI hereunder. Licensee shall, upon written request by MSCI, provide

reasonable access to its records with respect to the assets of the Funds during normal business hours, to an independent accounting organization chosen and compensated by MSCI, for purposes of a confirming audit with respect to such payments. Licensee shall promptly pay any under-reported fees determined by such audit. If such audit determines that license fees in excess of ***** of reported license fees were not reported during any of the four previously reported quarters, then the Licensee shall also pay for the reasonable costs of such audit.

4. Termination

(a) At any time during the term of this Agreement, either party may give the other party thirty days' prior written notice of termination if the terminating party believes in good faith that material damage or harm is occurring to the reputation or goodwill of the terminating party by reason of the other's continued performance hereunder, and such notice shall be effective on the date of such termination unless the other party shall correct the condition causing such damage or harm within the notice period.

(b) In the case of breach of any of the material terms and conditions of this Agreement by either party, the non-breaching party may terminate this Agreement by giving thirty days' prior written notice of its intent to terminate, and such notice shall be effective on the date of such termination (at the option of the non-breaching party) unless the breaching party shall correct such breach within the notice period or, if the breach is not capable of being cured within such thirty day period, unless the breaching party has undertaken to correct such breach and diligently prosecutes such correction until completion; provided that such cure period shall not exceed ninety days in total.

(c) MSCI shall have the right, in its sole discretion, to cease compilation and publication of any of the Indexes and, in the event that any of the Indexes is discontinued, to terminate the Agreement with respect to that index only, if MSCI does not offer a replacement or substitute Index. In the event that MSCI intends to discontinue any index, MSCI shall exercise reasonable efforts to give Licensee as much advance written notice prior to such discontinuance as practicable, which notice shall specify whether a replacement or substitute index will be available. In no event, however, will such advance written notice be less than sixty days. Licensee shall have the option hereunder within ninety days after receiving such written notice from MSCI to notify MSCI in writing of its intent to use the replacement index under the terms of this Agreement.

(d) Licensee may terminate this Agreement with respect to a specific Index or Indexes upon sixty days written notice to MSCI if Licensee is informed of the final adoption of any legislation or regulation that materially impairs Licensee's ability to offer, sell, distribute, write, market or promote such Index-related fund or funds.

(e) MSCI may terminate this Agreement with respect to a specific Index or Indexes if MSCI is informed of the final adoption of any legislation or regulation that materially impairs MSCI's ability to license and provide the license rights set forth herein with respect to such Indexes under this Agreement. MSCI will use reasonable efforts to give Licensee as much advance written notice as possible.

5. Rights Upon Termination

Upon termination of this Agreement, Licensee shall cease to use the Indexes and cease referring to the Indexes and the Marks with the Funds.

6. Fund Promotion

(a) Licensee shall use its best efforts to protect the goodwill and reputation of MSCI in connections with its use of the Indexes and the Marks under this Agreement. Licensee shall submit to MSCI for its preview and approval all of the Funds advertisements, brochures, and promotional and information material (other than price quotations for a Fund) (collectively "Informational Materials") relating to or referring to MSCI, the Indexes or the Marks. MSCI's approval shall be confined solely to the use of or description of MSCI, the Marks, and the Indexes and shall not be unreasonably withheld or delayed by MSCI. It is MSCI's goal to respond to any such requests for approval within four business days.

(b) MSCI is not obligated to engage in any marketing or promotional activities in connection with the Funds or in making any representation or statement to investors or prospective investors in connection with the promotion by Licensee of the Funds.

(c) Licensee acknowledges and agrees that MSCI, in granting the permission contained in this Agreement, does not express or imply any approval of the Funds or of Licensee and Licensee further agrees not to make any statement which expresses or implies that MSCI approves, endorses or consents to the promotion, marketing, and arrangement by Licensee of the Funds or that MSCI makes any judgment or expresses any opinion in respect of the Licensee.

(d) Licensee agrees to promote the Funds based on the MSCI Index family as an integral part of the iShares family. Licensee agrees that Funds based on the MSCI index family will be afforded an equitable portion of Licensee's overall promotion, marketing and advertising budget for iShares in comparison to other index fund families. As used herein, iShares means the iShares Trust, a Delaware Business Trust that was established in December 16, 1999.

7. Protection Of Value Of License

(a) Licensee shall cooperate reasonably with MSCI in the maintenance of all MSCI common law and statutory rights in the Indexes and the Marks, including copyrights and other proprietary rights, and shall take such acts and execute such instruments as are reasonably necessary and appropriate to such purposes, including the use by the Licensee of the following notice when referring to the Indexes or the Marks in any advertisement, offering circular, prospectus, brochure, or promotional or informational material relating to the Funds:

The [Name of particular index] index is the exclusive property of MSCI. Morgan Stanley Capital International and MSCI are service marks of MSCI and has been licensed for use by [Name of Licensee].

or such similar language as may be approved in advance by MSCI.

(b) Licensee shall not refer to the names of the Indexes in any manner which might cause confusion as to MSCI's responsibility for preparing and disseminating the Indexes or as to the identity of Licensee and its relationship to the Funds.

8. Proprietary Rights

(a) Licensee acknowledges that the Indexes are selected, arranged and prepared by MSCI through the application of methods and standards of judgment used and developed through the expenditure of considerable work, time and money by MSCI. Licensee also acknowledges that the Indexes and the Marks are the exclusive property of MSCI, and the Indexes and their compilation and composition and changes therein are in the control and discretion of MSCI.

(b) MSCI reserves all rights with respect to the Indexes and the Marks except those expressly licensed to Licensee hereunder.

(c) Each party shall treat as confidential and shall not disclose or transmit to any third party any confidential and proprietary information of the other party, including the terms of this Agreement or (in the case of MSCI) Informational Materials submitted to MSCI pursuant to paragraph 6(a) hereof, provided that the documentation or other written materials containing such information are designated as "Confidential" or "Proprietary" by the providing party and such information is not available generally to the public or otherwise available to the receiving party from a source other than the providing party. Notwithstanding the foregoing, Licensee or its affiliates may publish daily through the National Securities Clearing Corporation for distribution to NSCC members only and through Bloomberg L.P., or some other organization mutually agreed upon by the parties hereto, by electronic or in other means, each Fund's daily market basket (including each Fund's constituents and weights); provided, however, that MSCI may withdraw any such distribution approval in the event that such distribution materially adversely affects other MSCI business initiatives. In addition, if requested or required (by interrogatories, requests for information or documents, subpoena, or other process) either party may reveal such information if such information to be disclosed is (i) approved in writing by the other party for disclosure or (ii) required by law (in the opinion of counsel), regulatory agency or court order to be disclosed by a party, provided prior written notice of such required disclosure is given to the other party. In addition, except with respect to disclosure made pursuant to (i) and (ii) in the immediately preceding sentence, each party shall treat as confidential the terms of this Agreement. The provisions of this paragraph shall survive any termination of this Agreement for five (5) years from disclosure by either party to the other party of the last such confidential and proprietary information.

9. Ownership and Protection of Composite Marks

(a) Each Fund based on an Index will be named or identified as the "iShares MSCI XXX (the "Composite Mark"), with the XXX representing the MSCI index (after the transition from the WEBS to iShares). Licensee will use MSCI approved Marks in the Composite Mark.

(b) MSCI acknowledges and agrees that the iShares Marks are and will remain the exclusive property of Licensee, and that all goodwill that attaches to the iShares and other Licensee Marks as a result their use in the Composite Marks will redound to the exclusive benefit of Licensee. Licensee acknowledges and agrees that the MSCI Marks are and will remain the exclusive property

of MSCI, and that all goodwill that attaches to the MSCI Marks as a result of their use by Licensee including, without limitation, in the Composite Marks, will redound to the exclusive benefit of MSCI.

(c) The Composite Marks will be owned neither by Licensee nor MSCI. Licensee will have the exclusive right to use the Composite Marks. Neither party will register or apply for registration of the Composite Marks.

(d) Upon termination of this Agreement, neither party will have ownership of or the right to use the Composite Marks. However, the parties' respective ownership rights will persist in the constituent MSCI Marks and iShares and Licensee Marks that together comprise the Composite Marks.

10. Warranties; Disclaimers

(a) MSCI represents and warrants that MSCI is the owner of rights granted to Licensee herein and that use of the Indexes as provided herein shall not infringe any trademark, service mark, copyright, other proprietary right, or contractual right of any person not a party to this Agreement.

(b) Licensee agrees expressly to be bound itself by and furthermore to include all of the following disclaimers and limitations in the prospectus and any contract(s) relating to the Funds and upon request to furnish a copy (copies) thereof to MSCI:

This fund is not sponsored, endorsed, sold or promoted by MSCI or any affiliate of MSCI. Neither MSCI nor any other party makes any representation or warranty, express or implied, to the owners of this fund or any member of the public regarding the advisability of investing in funds generally or in this fund particularly or the ability of the [] index to track general stock market performance. MSCI is the licensor of certain trademarks, service marks and trade names of MSCI and of the [] index which is determined, composed and calculated by MSCI without regard to the issuer of this fund or this fund. MSCI has no obligation to take the needs of the issuer of this fund or the owners of this fund into consideration in determining, composing or calculating the [] index. MSCI is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of this fund to be issued or in the determination or calculation of the equation by which this fund is redeemable for cash. Neither MSCI nor any other party has any obligation or liability to owners of this fund in connection with the administration, marketing or trading of this fund.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE INDEXES FROM SOURCES WHICH MSCI CONSIDERS RELIABLE, NEITHER MSCI NOR ANY OTHER PARTY GUARANTEES THE ACCURACY AND/OR THE COMPLETENESS OF THE INDEXES OR ANY DATA INCLUDED THEREIN. NEITHER MSCI NOR ANY OTHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, LICENSEE'S

CUSTOMERS AND COUNTERPARTIES, OWNERS OF THE FUNDS, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE INDEXES OR ANY DATA INCLUDED THEREIN IN CONNECTION WITH THE RIGHTS LICENSED HEREUNDER OR FOR ANY OTHER USE. NEITHER MSCl NOR ANY OTHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, AND MSCl HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INDEXES OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MSCl OR ANY OTHER PARTY HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Licensee agrees expressly to be bound itself by and furthermore to include all of the following disclaimers and limitations in any Informational Materials (other than the prospectus) relating to the Funds and upon request to furnish a copy (copies) thereof to MSCl:

MSCl, Morgan Stanley Capital International and MSCl Index are service marks of Morgan Stanley Capital International and have been licensed for use by Barclays Global Investors, N.A. The Funds are not sponsored, endorsed, sold or promoted by Morgan Stanley Capital International. Nor does Morgan Stanley Capital International make any representation regarding the advisability of investing in any the Funds.

(d) MSCl represents and warrants that it has the authority to enter into this Agreement according to its terms and that its performance does not violate any laws, regulations or agreements applicable to it.

(e) Licensee represents and warrants that it has the authority to enter into this Agreement and that its performance does not violate any applicable laws, regulations or agreements, including but not limited to banking, commodities and securities laws.

(e) Neither party shall have any liability for lost profits or consequential damages arising out of this Agreement.

(f) The provisions of this Section 9 shall survive any termination of this Agreement.

11. Indemnification

(a) Licensee shall indemnify and hold harmless MSCl, its parent, subsidiaries, affiliates, and their officers, directors, employees and agents against any and all judgments, damages, costs or losses of any kind (including reasonable attorneys' and experts' fees) as a result of claims or actions brought by third parties against MSCl which arise from any act or omission of Licensee which constitutes a breach of this Agreement or is in any manner related to the Funds (except with respect to any claim or action alleging that Licensee's or Funds' use of the Indexes and Marks violates or infringes any trademark, service mark, copyright or other proprietary right of

any person not a party to this Agreement); provided, however, that (i) MSCI notifies Licensee promptly of any such claim or action, and (ii) Licensee shall have no liability to MSCI if such judgments, damages, costs or losses are attributable to any breach of the Agreement, negligent act or omission by MSCI, its parent, affiliates, subsidiaries or any of their employees or agents. Licensee shall bear all expenses in connection with the defense and/or settlement of any such claim or action. MSCI shall have the right, at its own expense, to participate in the defense of any claim or action against which it is indemnified hereunder; provided, however, it shall have no right to control the defense, consent to judgment, or agree to settle any such claim or action, without the written consent of Licensee. Licensee, in the defense of any such claim, except with the written consent of MSCI, shall not consent to entry of any judgment or enter into any settlement which (i) does not include, as an unconditional term, the grant by the claimant to MSCI of a release of all liabilities in respect of such claims or (ii) otherwise adversely affects the rights of MSCI. This provision shall survive the termination of this Agreement.

(b) MSCI shall indemnify and hold harmless Licensee, its parent, subsidiaries, affiliates, and their officers, directors, employees and agents against any and all judgments, damages, costs or losses of any kind (including reasonable attorneys' and experts' fees) as a result of claims or actions brought by third parties against Licensee alleging that Licensee's or Funds' use of the Indexes and Marks violates or infringes any trademark, service mark, copyright or other proprietary right of any person not a party to this Agreement; provided, however, that (i) Licensee notifies MSCI promptly of any such claim or action, and (ii) MSCI shall have no liability to Licensee if such judgments, damages, costs or losses are attributable to any breach of the Agreement, negligent act or omission by Licensee, its parent, affiliates, subsidiaries or any of their employees or agents. MSCI shall bear all expenses in connection with the defense and/or settlement of any such claim or action. Licensee shall have the right, at its own expense, to participate in the defense of any claim or action against which it is indemnified hereunder; provided, however, it shall have no right to control the defense, consent to judgment, or agree to settle any such claim or action, without the written consent of MSCI. MSCI, in the defense of any such claim, except with the written consent of Licensee, shall not consent to entry of any judgment or enter into any settlement which (i) does not include, as an unconditional term, the grant by the claimant to Licensee of a release of all liabilities in respect of such claims or (ii) otherwise adversely affects the rights of Licensee other than with respect to the rights granted licensee under this Agreement. This provision shall survive the termination of this Agreement.

12. Force Majeure

Neither MSCI nor Licensee shall bear responsibility or liability for any losses arising out of any delay in or interruptions of their respective performance of their obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, alien invasion, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation, any strike, or other work stoppage or slowdown), or other cause beyond the reasonable control of the party so affected, provided that such party had exercised due diligence as the circumstances reasonably required.

13. Other Matters

(a) This Agreement is solely and exclusively between the parties as now constituted and, unless otherwise provided, shall not be assigned or transferred by either party, without prior written consent of the other party, which shall not be unreasonably withheld, and any attempt to so assign or transfer this Agreement without such written consent shall be null and void. Notwithstanding the foregoing, this Agreement may be assigned by MSCI to its parent or any of its subsidiaries or affiliates without the consent of Licensee.

(b) This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and may be amended or modified only by a writing signed by duly authorized officers of both parties. This Agreement supersedes all previous Agreements between the parties with respect to the subject matter of this Agreement. There are no oral or written collateral representations, agreements, or understandings except as provided herein.

(c) No breach, default, or threatened breach of this Agreement by either party shall relieve the other party of its obligations or liabilities under this Agreement with respect to the protection of the property or proprietary nature of any property which is the subject of this Agreement.

(d) All notices and other communications under this Agreement shall be (i) in writing, (ii) delivered by hand or by registered or certified mail, return receipt requested, to the addresses set forth below or such addresses as either party shall specify by a written notice to the other and (iii) deemed given upon receipt.

(e) This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

Notice to MSCI:

Morgan Stanley Capital International Inc.
1221 Avenue of the Americas
New York, New York 10020
Attn: Publisher

and

Morgan Stanley Capital International Inc.
1221 Avenue of the Americas
New York, New York 10020
Attn: Legal Department – Technology Unit

Notice to Licensee:

Barclays Global Investors, N.A.
45 Fremont Street
San Francisco, CA 94105
Attn: Fund Administration

and

Barclays Global Investors, N.A.
45 Fremont Street
San Francisco, CA 94105
Attn. Legal Department

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

MORGAN STANLEY CAPITAL INTERNATIONAL INC.

BARCLAYS GLOBAL INVESTORS

By: /s/ Henry Fernandez
Name: Henry Fernandez
Title: President and CEO

By: /s/ Lee Kranefuss
Name: Lee Kranefuss
Title: Managing Director

By: /s/ Michael Latham
Name: Michael Latham
Title: Managing Director

Date: May 18, 2000

Date: _____

EXHIBIT A

List of the MSCI Indexes:

Australia Index
Austria Index
Belgium Index
Brazil Index
Canada Index
France Index
Germany Index

Hong Kong Index

Italy Index
Japan Index
Malaysia Index
Mexico Index
Netherlands Index

Singapore Index
South Africa Index
Korea Index
Spain Index
Sweden Index
Switzerland Index
Taiwan Index
Thailand

UK Index
USA Index

EMU Index
EAFE Index

Latin America Index
ACWI Index

**** as may be amended from time to time, by MSCI.

EXHIBIT B

Description of the Funds

The Funds are to be issued, sold and traded on a public basis in accordance with the U.S. federal securities laws.

The Funds shall be limited to: Registered open-end investment companies, whose shares may be listed and traded on national securities exchanges or stock markets.

The Funds shall be exchange traded. They must be listed and traded on an U.S. domiciled stock exchange only.

The Funds shall not include Unit Investment Trusts, futures, options and other derivatives.

Licensee or an affiliate of Licensee is the asset manager the Funds.

CONFIDENTIAL TREATMENT GRANTED. ***** INDICATES OMITTED MATERIAL THAT HAS BEEN GRANTED CONFIDENTIAL TREATMENT BY THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

AMD_00389

Client Code/Reference No: WFNIA/CA**AMENDMENT**Date of Amendment: August 23rd 2011

AMENDMENT to the Index License Agreement for Funds (the "Agreement"), dated as of March 18, 2000, by and between MSCI Inc. ("MSCI"), a Delaware corporation, and Blackrock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Agreement.

- Exhibit B is hereby amended to allow the Funds to be additionally listed and traded on the USA domiciled stock or securities exchanges (herein referred to as the "USA Listed Funds"). All Listed Funds must be issued, sold and traded on a public basis in accordance with the applicable USA securities law. All other terms and restrictions contained in Exhibit B shall apply to the USA Listed Funds. Notwithstanding anything to the contrary in Exhibit A, the USA Listed Funds may only be based on the following index:

MSCI World Index

MSCI Emerging Markets Asia Index

MSCI Emerging Markets EMEA Index

MSCI Emerging Markets Latin America Index

MSCI All Country Asia ex Japan Small Cap Index

MSCI India Small Cap Index

MSCI Australia Small Cap index

MSCI Canada Small Cap Index

MSCI Germany Small Cap Index

MSCI Hong Kong Small Cap Index

MSCI Singapore Small Cap Index

MSCI Taiwan Small Cap Index

MSCI United Kingdom Small Cap Index

MSCI EM Energy 25/50 Index

MSCI All Country Asia information Technology Index

MSCI Emerging Markets Growth Index

MSCI Emerging Markets Value Index

MSCI Denmark IMI 25/50 Index

MSCI Finland IMI 25/50 Index

MSCI Norway IMI 25/50 Index

MSCI India Index

MSCI Vietnam IMI Index

For the avoidance of doubt, the license fees set forth in the Agreement as amended, shall apply with respect to all USA Listed Funds. For clarity, there shall be no separate licensee fees for the USA Listed Funds but any additional assets from the USA Listed Funds shall be included in the average daily net assets of the applicable listed Funds for purposed of calculating license fees.

- Exhibit B is hereby further amended to allow the Funds to be additionally listed and traded on the Mexican domiciled stock or securities exchanges (herein referred to as the "Mexican Listed Funds"). All Listed Funds must be issued, sold and traded on a public basis in accordance with the applicable Mexican securities law. All other terms and restrictions contained in Exhibit B shall apply to the Mexican Listed Funds. Notwithstanding anything to the contrary in Exhibit A, the Mexican Listed Funds may only be based on the following index:

CONFIDENTIAL TREATMENT GRANTED. ***** INDICATES OMITTED MATERIAL THAT HAS BEEN GRANTED CONFIDENTIAL TREATMENT BY THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.: 130339
AMD_00064734.0

AMENDMENT

Date of Amendment: February 16, 2012

AMENDMENT to the Index License Agreement for Funds (the "Agreement"), dated as of March 18, 2000, by and between MSCI Inc. (f/k/a Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"), as previously amended. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Agreement.

1. Exhibit A of the Agreement is hereby amended to add the MSCI Frontier Markets 100 Index. For the avoidance of doubt, the terms contained in Exhibit B of the Agreement shall apply to all Funds based on the MSCI Frontier Markets 100 Index; provided that in addition to listing and trading the Funds on an U.S. domiciled exchange, Funds based on the MSCI Frontier Markets 100 Index also may be listed and traded on stock or security exchanges domiciled in:

Mexico

License Fees set forth in the Agreement, as amended, shall apply with respect to all Funds based on the MSCI Frontier Markets 100 Index. All listed Funds must be issued, sold and traded on a public basis in accordance with the applicable securities law. All other terms and restrictions contained in Exhibit B shall apply.

- 2. This Amendment is intended to amend and operate in conjunction with the Agreement and together this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
- 3. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

LICENSEE: BlackRock Institutional Trust Company, N.A.

MSCI INC.

By /s/ Timothy M. Meyer
Name Timothy M. Meyer
(printed)
Title M. Director

By /s/ David Kinzelberg
Name David Kinzelberg
(printed)
Title Executive Director

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni A. Lee
Name Jenni A. Lee
(printed)
Title Director

CONFIDENTIAL TREATMENT GRANTED. ***** INDICATES OMITTED MATERIAL THAT HAS BEEN GRANTED CONFIDENTIAL TREATMENT BY THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.: 130339
AMD_00079616.0

AMENDMENT

Date of Amendment: August 20, 2012

AMENDMENT to the Index License Agreement for Funds (the "Agreement"), dated as of March 18, 2000, by and between MSCI Inc. (f/k/a Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"), as previously amended. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Agreement.

1. Exhibit A of the Agreement is hereby amended to add the MSCI Belgium IMI 25/50 Index. For the avoidance of doubt, the terms contained in Exhibit B of the Agreement shall apply to all Funds based on the MSCI Belgium IMI 25/50 Index; provided that in addition to listing and trading the Funds on an U.S. domiciled exchange, Funds based on the MSCI Belgium IMI 25/50 Index also may be listed and traded on stock or security exchanges domiciled in:

Mexico

License Fees set forth in the Agreement, as amended, shall apply with respect to all Funds based on the MSCI Belgium IMI 25/50 Index. All listed Funds must be issued, sold and traded on a public basis in accordance with the applicable securities law. All other terms and restrictions contained in Exhibit B shall apply.

2. This Amendment is intended to amend and operate in conjunction with the Agreement and together this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
3. MSCI may terminate this Amendment with respect to the Index in the event that Licensee does not list a Fund based on the Index on an exchange within 1 year of the date of this Amendment.
4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Timothy M. Meyer

Name Timothy M. Meyer
(printed)

Title Managing Director

MSCI INC.

By /s/ Richard Napolitano

Name Richard Napolitano
(printed)

Title Global Controller

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee

Name Jenni Lee
(printed)

Title Director

- a. "*****": shall mean the ***** , including without limitation the ***** (or the equivalent) and ***** . A Fund's ***** shall be the Fund's ***** as published by a Fund for the relevant period. Notwithstanding anything to the contrary contained herein, ***** , the licensee fee for such Fund shall equal ***** during the relevant period.
4. This Amendment is intended to amend and operate in conjunction with the Agreement and together this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
5. MSCI may terminate this Amendment with respect to an Index in the event that Licensee does not list a Fund based on such Index on an exchange within 1 year of the date of this Amendment.
6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

LICENSEE: BlackRock Institutional Trust Company, N.A.

MSCI INC.

By /s/ Timothy M. Meyer
 Name Timothy M. Meyer
 Title Managing Director

By /s/ David Dalpe
 Name David Dalpe
 Title Vice President

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni A. Lee
 Name Jenni A. Lee
 Title Director

CONFIDENTIAL TREATMENT REQUESTED. ***** INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.:130339
AMD_00090437.0

AMENDMENT

Date of Amendment: February 21, 2013

AMENDMENT to the Index License Agreement for Funds (the "Agreement"), dated as of March 18, 2000, by and between MSCI Inc. (f/k/a Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"), as previously amended. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Agreement.

1. Exhibit A of the Agreement is hereby amended to add the following Indexes:

- MSCI USA Risk Weighted Index
- MSCI USA Value Weighted Index
- MSCI USA Momentum Index
- MSCI USA Quality Index

The above Indexes shall be collectively referred to hereunder as the "Indexes for iShares Risk Premia ETFs."

2. Licensee may use the Indexes for iShares Risk Premia ETFs and associated Marks solely with respect to the following Funds:

- iShares MSCI USA Size Factor ETF which seeks investment results that correspond generally to the price and yield performance, before fees and expenses, of the MSCI USA Risk Weighted Index.
- iShares MSCI USA Value Factor ETF which seeks investment results that correspond generally to the price and yield performance, before fees and expenses, of the MSCI USA Value Weighted Index.
- iShares MSCI USA Momentum Factor ETF which seeks investment results that correspond generally to the price and yield performance, before fees and expenses, of the MSCI USA Momentum Index.
- iShares MSCI USA Quality Factor ETF which seeks investment results that correspond generally to the price and yield performance, before fees and expenses, of the MSCI USA Quality Index.

(For purposes of this Agreement, each fund noted above is referred to herein as a "Fund.")

3. For the avoidance of doubt, the license fees set forth in the Agreement, as amended, shall apply with respect to Funds based on the Indexes for iShares Risk Premia ETFs, subject to the following:

- The ***** fee shall be *****.

4. This Amendment is intended to amend and operate in conjunction with the Agreement and together this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.

5. MSCI may terminate this Amendment with respect to the Index in the event that Licensee does not list a Fund based on the Index on an exchange within 1 year of the date of this Amendment.

6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

LICENSEE: BlackRock Institutional Trust Company, N.A.

MSCI INC.

By /s/ Timothy Meyer

Name Timothy M. Meyer

Title Managing Director

By /s/ David Kinzelberg

Name David Kinzelberg

Title Executive Director

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee
Name Jenni A. Lee
Title Director

CONFIDENTIAL TREATMENT REQUESTED. ***** INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.:130339
AMD_00097372.0

AMENDMENT

Date of Amendment: March 20, 2013

AMENDMENT to the Index License Agreement for Funds (the "Agreement"), dated as of March 18, 2000, by and between MSCI Inc. (f/k/a Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"), as previously amended. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Agreement.

1. Exhibit A of the Agreement is hereby amended to add the following Indexes:

• *****

For the avoidance of doubt, the terms contained in Exhibit B of the Agreement shall apply to all Funds based on the *****; provided that in addition to listing and trading the Funds on an U.S. domiciled exchange, Funds based on the ***** also may be listed and traded on stock or security exchanges domiciled in:

License Fees set forth in the Agreement, as amended, shall apply with respect to all Funds based on the *****. All listed Funds must be issued, sold and traded on a public basis in accordance with the applicable securities law. All other terms and restrictions contained in Exhibit B shall apply.

2. This Amendment is intended to amend and operate in conjunction with the Agreement and together this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
3. MSCI may terminate this Amendment with respect to the Index in the event that Licensee does not list a Fund based on the Index on an exchange within 1 year of the date of this Amendment.
4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

LICENSEE: BlackRock Institutional Trust Company, N.A.

MSCI INC.

By /s/ Timothy Meyer
Name Timothy M. Meyer
Title Managing Director

By /s/ David Kinzelberg
Name David Kinzelberg
Title Executive Director

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee
Name Jenni A. Lee
Title Director

CONFIDENTIAL TREATMENT REQUESTED. ***** INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.:130339
AMD_00109207.0

AMENDMENT

Date of Amendment: September 11, 2013

AMENDMENT to the Index License Agreement for Funds dated as of March 18, 2000 with MSCI internal reference IXF_00040 (as previously amended, the "Agreement") by and between MSCI Inc. (f/k/a Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. Effective as of the date of this Amendment, Exhibit A of the Agreement is hereby amended to add the following Index:

- MSCI All Ireland Capped Index

For the avoidance of doubt, the terms contained in Exhibit B of the Agreement shall apply to all Funds based on The MSCI All Ireland Capped Index; provided that in addition to listing and trading the Funds on a U.S. domiciled exchange, Funds based on the MSCI All Ireland Capped Index also may be listed and traded on stock or security exchanges domiciled in:

Chile

License Fees set forth in the Agreement, as amended, shall apply with respect to all Funds based on the MSCI All Ireland Capped Index. All listed Funds must be issued, sold and traded on a public basis in accordance with the applicable securities law. All other terms and restrictions contained in Exhibit B shall apply.

2. Effective as of the date of this Amendment, Licensee may use the Index identified in Section 1 above and the Marks solely with respect to the following exchange traded funds (which shall be deemed to be a "Fund" as such term is used in the US Agreement):

- iShares MSCI Ireland Capped ETF

For the avoidance of doubt, the terms and restrictions set forth in Exhibit B of the Agreement shall apply to the above Fund.

The License Fees set forth in the Agreement, as amended, shall apply with respect to the above Fund.

3. This Amendment is intended to amend and operate in conjunction with the Agreement and, together, this Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties, and supersede in full all prior proposals and understandings, oral or written, relating to the subject matter hereof. To the extent that any terms of this Amendment conflict with any terms of the Agreement, the terms of this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
4. MSCI may terminate this Amendment with respect to the Index identified in Section 1 above in the event that Licensee does not cause the Fund set forth in Section 2 above to track such Index within one (1) year of the date of this Amendment.
5. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.
6. Effective upon the date when the Fund set forth in Section 2 above ceases to track the MSCI Ireland Investable Market 25-50 Index and begins to track the Index identified in Section 1 above, the Amendment dated December 15, 2009 between MSCI and Licensee with MSCI internal reference ADD_01420, shall be amended to delete all references to (i) the MSCI Ireland Investable Market 25-50 Index and (ii) the iShares MSCI Ireland Capped Investable Market Index Fund.

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Timothy Meyer
Name Timothy M. Meyer
Title M. Director
Date 9/18/13

MSCI INC.

By /s/ David Kinzelberg
Name David Kinzelberg
Title Executive Director
Date Oct 1, 2013

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee
Name Jenni A. Lee
Title Director
Date 9/18/13

CONFIDENTIAL TREATMENT REQUESTED. ***** INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.:130339
AMD_00105603.0

AMENDMENT

Date of Amendment: December 10, 2013

AMENDMENT (this "Amendment") to the Index License Agreement for Funds dated as of March 18, 2000 (the "Agreement") by and between MSCI Inc. (formerly known as Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee").

The parties acknowledge that the Agreement was previously amended by, among other amendments, that certain Amendment dated as of July 1, 2011 (the "Previous Amendment"). This Amendment shall supplement and operate in conjunction with the Previous Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement or the Previous Amendment, as the case may be.

1. Exhibit A of the Agreement is hereby amended to add the following Indexes:

- *****
- *****
- *****

Or such other names as agreed by Licensee and MSCI in writing.

2. Licensee may use the Indexes set forth in Section 1 above solely with respect to the following Funds (each, a "*****" and each ***** shall also be a "Fund" as such term is defined in the Agreement):

- *****
- *****
- *****

Or such other names as agreed by Licensee and MSCI in writing.

The ***** shall be exchange traded index funds listed on a national securities exchange located in the United States.

3. Fees payable with respect to the *****:

a. Definitions:

As used in this Amendment, the following terms shall have the meanings set forth below:

"*****" means, for each ***** , the corresponding ***** set forth in the following table:

*****	*****
*****	*****
*****	*****
*****	*****

"AUM" means, for any ***** or any ***** , ***** of such ***** or ***** .

"*****" means, for each ***** , the ***** of such ***** that ***** .

"*****" means, for each ***** , the ***** of such ***** .

For the avoidance of doubt, the ***** .

b. Calculation of Fees:

For each *****, Licensee shall pay ***** to MSCI. Such ***** shall be determined with reference *****. Specifically, the *****.

Except for the *****, *****. All fees with respect to the *****.

For the avoidance of doubt, *****. By way of explanation, the parties believe that, because *****.

The parties acknowledge and agree that the ***** of each ***** shall be used for purposes of *****.

If the *****, or if any ***** or any successor Amendment for any reason in *****, then, notwithstanding anything to the contrary in this Amendment, from the date of such occurrence, Licensee shall pay *****. If any *****, the license fee for such *****. For purposes of clarity, if *****, but the *****, the *****, as set forth above, shall *****.

c. Reporting:

On a ***** basis, Licensee shall report to MSCI (i) the *****, the *****, the ***** and the ***** of each ***** separately and (ii) the ***** of each ***** separately. For the avoidance of doubt, if the ***** or the ***** of any ***** is any day other than the first day or last day (respectively) of *****, then, in order to align any relevant payment schedule with the *****, the *****-based fees shall be pro-rated.

4. Special Conditions:

- a. To the extent that this Amendment conflicts with the Agreement or the Previous Amendment, this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement, the Previous Amendment and this Amendment.
- b. MSCI may terminate this Amendment with respect to any one or more of the Indexes set forth in Section 1 if, within one (1) year of the date of this Amendment, Licensee does not list a ***** that is based on such Indexes.
- c. If Licensee ***** any ***** or changes the ***** for such *****, Licensee's right to use the relevant Index set forth in Section 1 with respect to such ***** shall *****.

- d. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

ACKNOWLEDGED AND AGREED

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Timothy Meyer
Name Timothy M. Meyer
Title M. Director
Date 12/10/13

MSCI INC.

By /s/ David Kinzelberg
Name David Kinzelberg
Title Executive Director
Date Jan 14, 2014

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee
Name Jenni A. Lee
Title Director
Date 12/10/13

CONFIDENTIAL TREATMENT REQUESTED. ***** INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

A.N.:130339
AMD_00118162.0

AMENDMENT

Date of Amendment: December 16, 2013

AMENDMENT (this "Amendment") to the Index License Agreement for Funds (MSCI reference number 1Xif' 00040) dated as of March 18, 2000 (as previously amended, the "Agreement") by and between MSCI Inc. (formerly known as Morgan Stanley Capital International Inc.) ("MSCI") and BlackRock Institutional Trust Company, N.A. (formerly known as Barclays Global Investors, N.A.) ("Licensee"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

1. Exhibit A of the Agreement is hereby amended to add the following Indexes:

- *****
- *****
- *****

Or such other names as agreed by Licensee and MSCI in writing.

2. Licensee may use the Indexes set forth in Section 1 above solely with respect to the following Funds (each, an "*****" and each ***** shall also be a "Fund" as such term is defined in the Agreement):

- *****
- *****
- *****

Or such other names as agreed by Licensee and MSCI in writing.

The ***** shall be exchange traded index funds listed on a national securities exchange located in the United States.

3. Licensee shall pay MSCI a license fee per Fund based on each Fund's *****. The ***** license fee shall be calculated *****.

"*****" shall mean the ***** obtained when dividing (i) *****.

Notwithstanding anything to the contrary contained herein, if any Fund ***** or if a Fund's ***** or if a Fund has ***** of ***** the ***** licensee fee for such Fund shall equal *****.

4. Special Conditions:

- a. To the extent that this Amendment conflicts with the Agreement, this Amendment shall control. No right or license of any kind is granted to Licensee except as expressly provided in the Agreement and this Amendment.
- b. MSCI may terminate this Amendment with respect to any one or more of the Indexes set forth in Section 1 if, within one (1) year of the date of this Amendment, Licensee does not list an ***** that is based on such Indexes.

- c. If Licensee ***** any ***** or changes ***** for such *****, Licensee's right to use the relevant Index set forth in Section 1 with respect to such ***** shall *****.
- d. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles.

ACKNOWLEDGED AND AGREED

LICENSEE: BlackRock Institutional Trust Company, N.A.

MSCI INC.

By /s/ Timothy Meyer
Name Timothy M. Meyer
Title M. Director
Date 12/10/13

By /s/ David Kinzelberg
Name David Kinzelberg
Title Executive Director
Date Jan 14, 2014

LICENSEE: BlackRock Institutional Trust Company, N.A.

By /s/ Jenni Lee
Name Jenni A. Lee
Title Director
Date 12/10/13

**PERFORMANCE AWARD AGREEMENT
FOR PERFORMANCE STOCK UNITS
FOR EXECUTIVE OFFICERS
UNDER THE MSCI INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Performance Stock Units (“**PSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]

Number of PSUs Granted: [#] PSUs

Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Performance Period:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the PSUs (as adjusted based on the performance metrics) will vest and convert as provided above and as further described in Exhibit A attached hereto. Your PSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Performance Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that PSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


Name: Gary Kefelov
Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

TERMS AND CONDITIONS
OF THE PERFORMANCE AWARD AGREEMENT

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Section 1. *PSUs Generally.*

MSCI has awarded you PSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your PSU award (as adjusted pursuant to Section 2) only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your PSUs corresponds to one share of MSCI common stock. A PSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the PSU. You will not be a stockholder with respect to the Shares underlying your PSUs unless and until your PSUs convert to Shares.

Section 2. *Performance Adjustment, Vesting and Conversion Schedule.*

(a) *Performance Adjustment.* The number of PSUs awarded under this Award Agreement shall be adjusted, within a range of % to % of the number of PSUs initially awarded, after the end of the Performance Period based on the achievement of the Revenue and Net Income Per Share performance metrics (collectively, the “Performance Metrics”) set forth in the table below, which have been approved by the Committee. Following the end of the Performance Period, management of MSCI shall provide its calculation of the Performance Metrics to the Committee of the Board. The Committee will review the extent of the achievement of the Performance Metrics and shall certify in writing such achievement.

The number of PSUs that will be converted into Shares pursuant to Section 2(b), Section 4 or Section 5 (the “**Adjusted PSUs**”) will be determined based on the following formulas no later than (the “**Adjustment Date**”):

$$\begin{array}{rcccl} \text{Number of PSUs} & & & & \\ \text{Granted} & \times & \text{Adjustment} & = & \text{Number of Initial} \\ & & \text{Percentage} & & \text{Adjusted PSUs} \end{array}$$

The “**Adjustment Percentage**” will be derived as set forth in the table below; *provided* that there will be extrapolation and interpolation (rounded to two decimal places) to derive Adjustment Percentages not expressly set forth below, and any fractional shares resulting from the application of the Adjustment Percentages will be rounded down. In the event that the threshold performance for either Performance Metric is not satisfied, the number of Initial Adjusted PSUs will be zero.

(b) *Vesting.*

(c) *Other.* Notwithstanding the foregoing, your PSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. Dividend Equivalent Payments.

Until your PSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested PSUs immediately prior to the record date (taking into account any adjustments pursuant to Section 2(a) and adjustments provided under the Plan). No dividend equivalents will be paid to you with respect to any canceled or forfeited PSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to PSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the “**Clawback**”) following the cancellation or forfeiture of the underlying PSUs. You consent to the Company’s implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. Termination of Employment Prior to Vesting Date.

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested PSUs:

(a) *Termination of Employment Due to Death.* If your employment with the Company terminates (i) due to death prior to _____, your unvested Adjusted PSUs will vest on the date of death and convert into Shares on the Adjustment Date or (ii) due to death on or after _____, your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of death, but in no event no earlier than the Adjustment Date, and in either case shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability*. If you incur a Disability (i) prior to , your unvested Adjusted PSUs will vest and convert into Shares on the Adjustment Date or (ii) on or after , your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of such Disability, but in no event no earlier than the Adjustment Date.

(c) *Involuntary Termination of Employment by the Company*. In the event of an involuntary termination of your employment by the Company without Cause (i) prior to , your unvested Adjusted PSUs will vest and convert into Shares on the later of the Adjustment Date or the 60th day following the date of such termination or (ii) on or after , your remaining unvested Adjusted PSUs will vest and convert into Shares on the 60th day following the date of such termination; *provided* that such vesting and conversion is subject to your execution and non-revocation of an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment.

(d) *Governmental Service Termination*. If your employment with the Company terminates prior to the Adjustment Date in a Governmental Service Termination, to the extent permitted under Section 409A, your PSUs will be adjusted (within a range of % to %) based on the expected (or actual, as the case may be if such termination occurs after the expiration of the Performance Period) achievement of the Performance Metrics described in Section 2(a) for the Performance Period, which will be determined by extrapolating from the Performance Metrics that have been achieved as of the end of the most recent completed fiscal quarter prior to the date your employment with the Company terminates, and such unvested Adjusted PSUs will vest and convert into Shares within sixty (60) days following the date of such termination. If your employment with the Company terminates after the Adjustment Date in a Governmental Service Termination under circumstances not involving a Cancellation Event, your remaining unvested Adjusted PSUs will vest and convert into Shares within sixty (60) days following the date of such termination.

(e) *Other Resignations from Employment*. All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any PSUs (whether or not they are Adjusted PSUs) that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your PSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice

Requirements, the Committee may, in its discretion, require that the gross cash value of the PSUs delivered to you in accordance with this Section 4(e) (ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your PSUs may be forfeited and (B) if, after you have given notice of your intention to resign from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding PSUs will be treated in accordance with Section 4(c).

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding PSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent, in which case your PSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding PSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the PSUs; *provided, however*, in each case, the Performance Metric targets set forth in Section 2(a) relating to any outstanding PSUs (that are not Adjusted PSUs) will be deemed to have been 100% achieved as a result of the Change in Control. Following a Change in Control in which your outstanding PSUs are continued or assumed pursuant to clause (i) above, such PSUs may be settled in cash, stock or a combination thereof.

(b) *Qualifying Termination.* In the event of a Qualifying Termination (as defined below), your PSUs will vest and convert into Shares as provided in Section 4(c). "**Qualifying Termination**" means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the PSUs are continued or assumed.

Section 6. *Cancellation of Awards.*

(a) *Cancellation Events.* Notwithstanding any other terms of this Award Agreement, your PSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate.* You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards.* Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your PSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations.*

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your PSUs may be satisfied, in MSCI's sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your PSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company's policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your PSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. *Ownership and Possession.*

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your PSUs prior to conversion of your PSUs.

Section 11. *Securities Law Compliance Matters.*

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your PSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. *Compliance with Laws and Regulations.*

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your PSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. *No Entitlements.*

(a) *No Right to Continued Employment.* This PSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an “at-will” employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of PSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of PSUs or any other equity-based award at any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of PSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your PSUs, without first asking your consent, or to waive any

terms and conditions that operate in favor of MSCI. MSCI may not modify your PSUs in a manner that would materially impair your rights in your PSUs without your consent; *provided, however*, that MSCI may, without your consent, amend or modify your PSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your PSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your PSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A, and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if MSCI considers you to be one of its "specified employees" at the time of your "separation from service" (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the "*Specified Employee Period*"). Any conversion of Adjusted PSUs into Shares that would have occurred during the Specified Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (A) conversion of such Adjusted PSUs into Shares on the first business day following the Specified Employee Period or (B) a cash payment on the first business day following the Specified Employee Period equal to the value of such Adjusted PSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your “termination of employment” (and corollary terms) shall be construed to refer to your “separation from service” from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your PSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your PSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. Severability.

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. Successors.

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. Governing Law.

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. Rule of Construction for Timing of Conversion.

With respect to each provision of this Award Agreement that provides for your PSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“**Board**” means the Board of Directors of MSCI.

A “**Cancellation Event**” will be deemed to have occurred under any one of the following circumstances:

- (a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;
- (b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; *provided* that such determination is made within six (6) months of termination);
- (c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;
or if, without the consent of MSCI:
 - (d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or
 - (e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“**Cause**” means:

- (a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to

substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company's financial statements.

A "**Change in Control**" shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the "**Existing Board**") cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election,

or nomination for election by MSCI's stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or "person" other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI's stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI's then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company's assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event

or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee.

"Disability" means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Good Reason" means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“**Governmental Employer**” means a governmental department or agency, self-regulatory agency or other public service employer.

“**Governmental Service Termination**” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“**MSCI**” means MSCI Inc., a Delaware corporation.

“**Notice Requirements**” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation; or

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation.

“**Performance Period**” means the period consisting of MSCI’s fiscal years ending in and .

“**Proprietary Information**” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“**Section 409A**” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary(ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**PERFORMANCE AWARD AGREEMENT
FOR PERFORMANCE STOCK UNITS
FOR CHIEF EXECUTIVE OFFICER
UNDER THE MSC INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Performance Stock Units (“**PSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]

Number of PSUs Granted: [#] PSUs

Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Performance Period:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the PSUs (as adjusted based on the performance metrics) will vest and convert as provided above and as further described in Exhibit A attached hereto. Your PSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Performance Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that PSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.



Name: Gary Keteley
Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

**TERMS AND CONDITIONS
OF THE PERFORMANCE AWARD AGREEMENT**

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Section 1. *PSUs Generally.*

MSCI has awarded you PSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your PSU award (as adjusted pursuant to Section 2) only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your PSUs corresponds to one share of MSCI common stock. A PSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the PSU. You will not be a stockholder with respect to the Shares underlying your PSUs unless and until your PSUs convert to Shares.

Section 2. *Performance Adjustment, Vesting and Conversion Schedule.*

(a) *Performance Adjustment.* The number of PSUs awarded under this Award Agreement shall be adjusted, within a range of % to % of the number of PSUs initially awarded, after the end of the Performance Period based on the achievement of

the Revenue and Net Income Per Share performance metrics (collectively, the “**Performance Metrics**”) set forth in the table below, which have been approved by the Committee. Following the end of the Performance Period, management of MSCI shall provide its calculation of the Performance Metrics to the Committee of the Board. The Committee will review the extent of the achievement of the Performance Metrics and shall certify in writing such achievement.

The number of PSUs that will be converted into Shares pursuant to Section 2(b), Section 4 or Section 5 (the “**Adjusted PSUs**”) will be determined based on the following formulas no later than (the “**Adjustment Date**”):

$$\begin{array}{rcccl} \text{Number of PSUs} & \times & \text{Adjustment} & = & \text{Initial Adjusted} \\ \text{Granted} & & \text{Percentage} & & \text{PSUs} \end{array}$$

The “**Adjustment Percentage**” will be derived as set forth in the table below; *provided* that there will be extrapolation and interpolation (rounded to two decimal places) to derive Adjustment Percentages not expressly set forth below, and any fractional shares resulting from the application of the Adjustment Percentages will be rounded down. In the event that the threshold performance for either Performance Metric is not satisfied, the number of Initial Adjusted PSUs will be zero.

(b) *Vesting.*

(c) *HSR Act.* If unvested Adjusted PSUs would have vested pursuant to this Section 2 or Section 4, but did not vest solely because you were not in compliance with all applicable provisions of the HSR Act, the vesting date for such unvested Adjusted PSUs shall occur on the first date following the date on which you have complied with all applicable provisions of the HSR Act.

(d) *Other.* Notwithstanding the foregoing, your PSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. *Dividend Equivalent Payments.*

Until your PSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested PSUs immediately prior to the record date (taking into account any adjustments pursuant to Section 2(a) and adjustments provided under the Plan). No dividend equivalents will be paid to you with respect to any canceled or forfeited PSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to PSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the “**Clawback**”) following the cancellation or forfeiture of the underlying PSUs. You consent to the Company’s implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. *Termination of Employment Prior to Vesting Date.*

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested PSUs:

(a) *Termination of Employment Due to Death.* If your employment with the Company terminates (i) due to death prior to _____, your unvested Adjusted PSUs will vest on the date of death and convert into Shares on the Adjustment Date or (ii) due to death on or after _____, your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of death, but in no event no earlier than the Adjustment Date, and in either case shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability.* If you incur a Disability (i) prior to _____, your unvested Adjusted PSUs will vest and convert into Shares on the Adjustment Date or (ii) on or after _____, your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of such Disability, but in no event no earlier than the Adjustment Date.

(c) *Involuntary Termination of Employment by the Company.* In the event of an involuntary termination of your employment by the Company without Cause (i) prior to _____, your unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on the date that the PSUs are adjusted for other participants generally pursuant to Section 2(a) and ending on the earlier to occur of (A) _____ and (B) fifteen (15) days following the expiration date of the Delay Period, if any (such period, the “**First Termination Settlement Period**”), or (ii) on or after _____ and prior to _____, your remaining unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on _____ and ending on the earlier to occur of (A) _____ and (B) the expiration date of the Delay Period, if any (such period, the “**Second Termination Settlement Period**”); *provided* that, in each case, such vesting and conversion is subject to your execution and non-revocation of an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment.

(d) *Full Career Retirement.* If your employment with the Company terminates (i) due to Full Career Retirement prior to _____, your unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the First Termination Settlement Period or (ii) due to Full Career Retirement on or after _____ and prior to _____, your remaining unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the Second Termination Settlement Period; *provided*, that, in each case, you do not engage in Competitive Activity prior to the applicable conversion date set forth in this Section 4(d). In the event you engage in Competitive Activity, you will forfeit the PSUs (whether or not they are Adjusted PSUs) outstanding as of the date of your Full Career Retirement. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that you have not engaged in Competitive Activity.

(e) *Governmental Service Termination.* If your employment with the Company terminates prior to the Adjustment Date in a Governmental Service Termination, to the extent permitted under Section 409A, your PSUs will be adjusted (within a range of _____ %

to %) based on the expected (or actual, as the case may be if such termination occurs after the expiration of the Performance Period) achievement of the Performance Metrics described in Section 2(a) for the Performance Period, which will be determined by extrapolating from the Performance Metrics that have been achieved as of the end of the most recent completed fiscal quarter prior to the date your employment with the Company terminates, and such unvested Adjusted PSUs will vest and convert into Shares within sixty (60) days following the date of such termination. If your employment with the Company terminates after the Adjustment Date in a Governmental Service Termination under circumstances not involving a Cancellation Event, your remaining unvested Adjusted PSUs will vest and convert into Shares within sixty (60) days following the date of such termination.

(f) *Other Resignations from Employment.* All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any PSUs (whether or not they are Adjusted PSUs) that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your PSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice Requirements, the Committee may, in its discretion, require that the gross cash value of the PSUs delivered to you in accordance with this Section 4(f)(ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your PSUs may be forfeited and (B) if, after you have given notice of your intention to resign or retire, as applicable, from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding PSUs will be treated in accordance with Sections 4(c) or (d), as applicable.

Notwithstanding anything to the contrary contained herein, the unvested Adjusted PSUs shall only vest pursuant to this Section 4 provided that you have complied with all applicable provisions of the HSR Act.

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding PSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving

corporation or its parent, in which case your PSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding PSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the PSUs; *provided, however*, in each case, the Performance Metric targets set forth in Section 2(a) relating to any outstanding PSUs (that are not Adjusted PSUs) will be deemed to have been 100% achieved as a result of the Change in Control. Following a Change in Control in which your outstanding PSUs are continued or assumed pursuant to clause (i) above, such PSUs may be settled in cash, stock or a combination thereof.

(b) *Qualifying Termination*. In the event of a Qualifying Termination (as defined below), your PSUs will vest and convert into Shares as provided in Section 4(c) or Section 4(d), as applicable. “**Qualifying Termination**” means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the PSUs are continued or assumed.

Section 6. *Cancellation of Awards.*

(a) *Cancellation Events*. Notwithstanding any other terms of this Award Agreement, your PSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate*. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards*. Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your PSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations.*

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your PSUs may be satisfied, in MSCI’s sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your PSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company’s policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your PSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. *Ownership and Possession.*

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your PSUs prior to conversion of your PSUs.

Section 11. *Securities Law Compliance Matters.*

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your PSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. *Compliance with Laws and Regulations.*

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your PSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. *No Entitlements.*

(a) *No Right to Continued Employment.* This PSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an “at-will” employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of PSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of PSUs or any other equity-based award at any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of PSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your PSUs, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. MSCI may not modify your PSUs in a manner that would materially impair your rights in your PSUs without your consent; *provided, however,* that MSCI may, without your consent, amend or modify your PSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your PSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your PSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A,

and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if MSCI considers you to be one of its “specified employees” at the time of your “separation from service” (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the “**Specified Employee Period**”). Any conversion of Adjusted PSUs into Shares that would have occurred during the Specified Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (A) conversion of such Adjusted PSUs into Shares on the first business day following the Specified Employee Period or (B) a cash payment on the first business day following the Specified Employee Period equal to the value of such Adjusted PSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your “termination of employment” (and corollary terms) shall be construed to refer to your “separation from service” from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your PSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your PSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. *Severability.*

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. *Successors.*

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. *Governing Law.*

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. *Rule of Construction for Timing of Conversion.*

With respect to each provision of this Award Agreement that provides for your PSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“Board” means the Board of Directors of MSCI.

A **“Cancellation Event”** will be deemed to have occurred under any one of the following circumstances:

(a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;

(b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; *provided* that such determination is made within six (6) months of termination);

(c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company's financial statements;

or if, without the consent of MSCI:

(d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company's financial statements.

A "**Change in Control**" shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the "**Existing Board**") cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI's stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or "person" other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI's stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and

provided, further, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI's then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company's assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee; *provided, however*, that, for purposes of administering Section 4 with respect to awards granted to participants who are not officers or directors of the Company subject to Section 16(b) of the Exchange Act, the Committee may delegate its authority to the Company's Chief Executive Officer, Head of Human Resources or Head of Compensation and Benefits.

“Competitive Activity” includes entering into any arrangement with a Competitor whereby you would be responsible for providing or managing others who are providing services at any time during the period commencing on the date of termination of your employment and ending on the one (1)-year anniversary thereof::

(a) that are similar or substantially related to the services that you provided to the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company;

(b) that you had direct or indirect managerial or supervisory responsibility for at the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company; or

(c) that involve the application of the same or similar specialized knowledge or skills as those utilized by you in your services at the Company at any time during the one (1)-year period preceding the date of your termination;

provided that acquisition solely by you or in concert with others of 5% or greater equity, voting or other financial interest in a publicly traded company that could be deemed to be a Competitor shall be deemed Competitive Activity.

“Competitor” means any entity that is engaged in any activity, or that owns a significant interest (equity, voting, financial or otherwise) in an entity, that competes with any business activity the Company engages in, or that you reasonably had knowledge of or should have had knowledge of that the Company was planning to engage in on the date of your termination of employment with the Company.

“Delay Period” means the period beginning on the date of any non-compete restriction to which you are subject (including any such restriction under this Award Agreement) and ending on the expiration date of such non-compete restriction, as reduced by the length of any voluntary notice period that you give to the Company and serve. For the avoidance of doubt, nothing contained in this Award Agreement reduces, or intends to reduce, the length of any non-compete restriction to which you are subject following termination of your employment.

“Disability” means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Full Career Retirement” means a termination of employment with the Company other than under circumstances involving any Cancellation Event (other than the required notice periods) and other than due to your death or Disability on or after the date that you meet any of the following criteria:

- (a) age fifty (50) and twelve (12) years of service with the Company as a Managing Director or comparable officer;
- (b) age fifty (50) and fifteen (15) years as an officer of the Company;
- (c) age fifty-five (55) with five (5) years of service with the Company and age plus years of service equals or exceeds sixty-five (65); or
- (d) twenty (20) years of service with the Company;

provided that, for purposes of this definition, service with the Company will include any period of service with the following entities and any of their predecessors:

- (i) Barra Inc. and its subsidiaries prior to the acquisition by the Company;
- (ii) Capital International Perspectives S.A.;
- (iii) Morgan Stanley;
- (iv) Morgan Stanley Group Inc. and its subsidiaries (“**MS Group**”) prior to the merger with and into Dean Witter, Discover & Co.; and
- (v) Dean Witter, Discover & Co. and its subsidiaries (“**DWD**”) prior to the merger of Morgan Stanley Group Inc. with and into Dean Witter, Discover & Co.; *provided* that, in the case of an employee who has transferred employment from DWD to MS Group or vice versa, a former employee of DWD will receive credit for employment with DWD only if he or she transferred directly from DWD to Morgan Stanley & Co. Incorporated or its affiliates subsequent to February 5, 1997, and a former employee of MS Group will receive credit for employment with MS Group only if he or she transferred directly from MS Group to Morgan Stanley DW Inc. or its affiliates subsequent to February 5, 1997.

“Good Reason” means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“Governmental Employer” means a governmental department or agency, self-regulatory agency or other public service employer.

“Governmental Service Termination” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“MSCI” means MSCI Inc., a Delaware corporation.

“Notice Requirements” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation; or

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation.

“Performance Period” means the period consisting of MSCI’s fiscal years ending in and .

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans;

sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company's compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“Section 409A” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary(ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**PERFORMANCE AWARD AGREEMENT
FOR PERFORMANCE STOCK UNITS
FOR EXECUTIVE OFFICERS
UNDER THE MSCI INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Performance Stock Units (“**PSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]

Number of PSUs Granted: [#] PSUs

Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Performance Period:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the PSUs (as adjusted based on the performance metrics) will vest and convert as provided above and as further described in Exhibit A attached hereto. Your PSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Performance Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that PSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


Name: Gary Keteley
Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

**TERMS AND CONDITIONS
OF THE PERFORMANCE AWARD AGREEMENT**

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Section 1. *PSUs Generally.*

MSCI has awarded you PSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your PSU award (as adjusted pursuant to Section 2) only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your PSUs corresponds to one share of MSCI common stock. A PSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the PSU. You will not be a stockholder with respect to the Shares underlying your PSUs unless and until your PSUs convert to Shares.

Section 2. *Performance Adjustment, Vesting and Conversion Schedule.*

(a) *Performance Adjustment.* The number of PSUs awarded under this Award Agreement shall be adjusted, within a range of % to % of the number of PSUs initially awarded, after the end of the Performance Period based on the achievement of

the Revenue and Net Income Per Share performance metrics (collectively, the “**Performance Metrics**”) set forth in the table below, which have been approved by the Committee. Following the end of the Performance Period, management of MSCI shall provide its calculation of the Performance Metrics to the Committee of the Board. The Committee will review the extent of the achievement of the Performance Metrics and shall certify in writing such achievement.

The number of PSUs that will be converted into Shares pursuant to Section 2(b), Section 4 or Section 5 (the “**Adjusted PSUs**”) will be determined based on the following formulas no later than (the “**Adjustment Date**”):

$$\begin{array}{rcccl} \text{Number of PSUs} & & \text{Adjustment} & & \text{Initial Adjusted} \\ \text{Granted} & \times & \text{Percentage} & = & \text{PSUs} \end{array}$$

The “**Adjustment Percentage**” will be derived as set forth in the table below; *provided* that there will be extrapolation and interpolation (rounded to two decimal places) to derive Adjustment Percentages not expressly set forth below, and any fractional shares resulting from the application of the Adjustment Percentages will be rounded down. In the event that the threshold performance for either Performance Metric is not satisfied, the number of Initial Adjusted PSUs will be zero.

(b) *Vesting.*

(c) *Other.* Notwithstanding the foregoing, your PSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. *Dividend Equivalent Payments.*

Until your PSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested PSUs immediately prior to the record date (taking into account any adjustments pursuant to Section 2(a) and adjustments provided under the Plan). No dividend equivalents will be paid to you with respect to any canceled or forfeited PSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to PSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the “**Clawback**”) following the cancellation or forfeiture of the underlying PSUs. You consent to the Company’s implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. *Termination of Employment Prior to Vesting Date.*

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested PSUs:

(a) *Termination of Employment Due to Death.* If your employment with the Company terminates (i) due to death prior to _____, your unvested Adjusted PSUs will vest on the date of death and convert into Shares on the Adjustment Date or (ii) due to death on or after _____, your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of death, but in no event no earlier than the Adjustment Date, and in either case shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability*. If you incur a Disability (i) prior to _____, your unvested Adjusted PSUs will vest and convert into Shares on the Adjustment Date or (ii) on or after _____, your remaining unvested Adjusted PSUs will vest and convert into Shares within thirty (30) days following the date of such Disability, but in no event no earlier than the Adjustment Date.

(c) *Involuntary Termination of Employment by the Company*. In the event of an involuntary termination of your employment by the Company without Cause (i) prior to _____, your unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on the date that the PSUs are adjusted for other participants generally pursuant to Section 2(a) and ending on the earlier to occur of (A) _____ and (B) fifteen (15) days following the expiration date of the Delay Period, if any (such period, the “**First Termination Settlement Period**”), or (ii) on or after _____ and prior to _____, your remaining unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on _____ and ending on the earlier to occur of (A) _____ and (B) the expiration date of the Delay Period, if any (such period, the “**Second Termination Settlement Period**”); *provided* that, in each case, such vesting and conversion is subject to your execution and non-revocation of an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment.

(d) *Full Career Retirement*. If your employment with the Company terminates (i) due to Full Career Retirement prior to _____, your unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the First Termination Settlement Period or (ii) due to Full Career Retirement on or after _____ and prior to _____, your remaining unvested Adjusted PSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the Second Termination Settlement Period; *provided*, that, in each case, you do not engage in Competitive Activity prior to the applicable conversion date set forth in this Section 4(d). In the event you engage in Competitive Activity, you will forfeit the PSUs (whether or not they are Adjusted PSUs) outstanding as of the date of your Full Career Retirement. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that you have not engaged in Competitive Activity.

(e) *Governmental Service Termination*. If your employment with the Company terminates prior to the Adjustment Date in a Governmental Service Termination, to the extent permitted under Section 409A, your PSUs will be adjusted (within a range of _____ % to _____ %) based on the expected (or actual, as the case may be if such termination occurs after the expiration of the Performance Period) achievement of the Performance Metrics described in Section 2(a) for the Performance Period, which will be determined by extrapolating from the Performance Metrics that have been achieved as of the end of the most recent completed fiscal quarter prior to the date your employment with the Company terminates, and such unvested Adjusted PSUs will vest and convert into Shares

within sixty (60) days following the date of such termination. If your employment with the Company terminates after the Adjustment Date in a Governmental Service Termination under circumstances not involving a Cancellation Event, your remaining unvested Adjusted PSUs will vest and convert into Shares within sixty (60) days following the date of such termination.

(f) *Other Resignations from Employment.* All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any PSUs (whether or not they are Adjusted PSUs) that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your PSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice Requirements, the Committee may, in its discretion, require that the gross cash value of the PSUs delivered to you in accordance with this Section 4(f)(ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your PSUs may be forfeited and (B) if, after you have given notice of your intention to resign or retire, as applicable, from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding PSUs will be treated in accordance with Sections 4(c) or (d), as applicable.

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding PSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent, in which case your PSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding PSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the PSUs; *provided, however*, in each case, the Performance Metric targets set forth in Section 2(a) relating to any outstanding PSUs (that are not Adjusted PSUs) will be deemed to have been 100% achieved as a result of the Change in Control. Following a Change in Control in which your outstanding PSUs are continued or assumed pursuant to clause (i) above, such PSUs may be settled in cash, stock or a combination thereof.

(b) *Qualifying Termination*. In the event of a Qualifying Termination (as defined below), your PSUs will vest and convert into Shares as provided in Section 4(c) or Section 4(d), as applicable. “**Qualifying Termination**” means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the PSUs are continued or assumed.

Section 6. *Cancellation of Awards*.

(a) *Cancellation Events*. Notwithstanding any other terms of this Award Agreement, your PSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate*. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards*. Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your PSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations*.

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your PSUs may be satisfied, in MSCI’s sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your PSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company’s policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability*.

You may not sell, pledge, hypothecate, assign or otherwise transfer your PSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. *Ownership and Possession.*

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your PSUs prior to conversion of your PSUs.

Section 11. *Securities Law Compliance Matters.*

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your PSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. *Compliance with Laws and Regulations.*

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your PSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. *No Entitlements.*

(a) *No Right to Continued Employment.* This PSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an "at-will" employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of PSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of PSUs or any other equity-based award at

any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of PSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your PSUs, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. MSCI may not modify your PSUs in a manner that would materially impair your rights in your PSUs without your consent; provided, however, that MSCI may, without your consent, amend or modify your PSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your PSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your PSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A, and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if

MSCI considers you to be one of its “specified employees” at the time of your “separation from service” (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the “**Specified Employee Period**”). Any conversion of Adjusted PSUs into Shares that would have occurred during the Specified Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (A) conversion of such Adjusted PSUs into Shares on the first business day following the Specified Employee Period or (B) a cash payment on the first business day following the Specified Employee Period equal to the value of such Adjusted PSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your “termination of employment” (and corollary terms) shall be construed to refer to your “separation from service” from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your PSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your PSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. *Severability.*

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. *Successors.*

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. *Governing Law.*

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. *Rule of Construction for Timing of Conversion.*

With respect to each provision of this Award Agreement that provides for your PSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“**Board**” means the Board of Directors of MSCI.

A “**Cancellation Event**” will be deemed to have occurred under any one of the following circumstances:

(a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;

(b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; *provided* that such determination is made within six (6) months of termination);

(c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;

or if, without the consent of MSCI:

(d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements.

A **“Change in Control”** shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its

Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the “**Existing Board**”) cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI’s stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or “person” other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI’s stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI’s then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company's assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee; *provided, however*, that, for purposes of administering Section 4 with respect to awards granted to participants who are not officers or directors of the Company subject to Section 16(b) of the Exchange Act, the Committee may delegate its authority to the Company's Chief Executive Officer, Head of Human Resources or Head of Compensation and Benefits.

"Competitive Activity" includes entering into any arrangement with a Competitor whereby you would be responsible for providing or managing others who are providing services at any time during the period commencing on the date of termination of your employment and ending on the one (1)-year anniversary thereof :

(a) that are similar or substantially related to the services that you provided to the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company;

(b) that you had direct or indirect managerial or supervisory responsibility for at the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company; or

(c) that involve the application of the same or similar specialized knowledge or skills as those utilized by you in your services at the Company at any time during the one (1)-year period preceding the date of your termination;

provided that acquisition solely by you or in concert with others of 5% or greater equity, voting or other financial interest in a publicly traded company that could be deemed to be a Competitor shall be deemed Competitive Activity.

“Competitor” means any entity that is engaged in any activity, or that owns a significant interest (equity, voting, financial or otherwise) in an entity, that competes with any business activity the Company engages in, or that you reasonably had knowledge of or should have had knowledge of that the Company was planning to engage in on the date of your termination of employment with the Company.

“Delay Period” means the period beginning on the date of any non-compete restriction to which you are subject (including any such restriction under this Award Agreement) and ending on the expiration date of such non-compete restriction, as reduced by the length of any voluntary notice period that you give to the Company and serve. For the avoidance of doubt, nothing contained in this Award Agreement reduces, or intends to reduce, the length of any non-compete restriction to which you are subject following termination of your employment.

“Disability” means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Full Career Retirement” means a termination of employment with the Company other than under circumstances involving any Cancellation Event (other than the required notice periods) and other than due to your death or Disability on or after the date that you meet any of the following criteria:

(a) age fifty (50) and twelve (12) years of service with the Company as a Managing Director or comparable officer;

(b) age fifty (50) and fifteen (15) years as an officer of the Company;

(c) age fifty-five (55) with five (5) years of service with the Company and age plus years of service equals or exceeds sixty-five (65); or

(d) twenty (20) years of service with the Company;

provided that, for purposes of this definition, service with the Company will include any period of service with the following entities and any of their predecessors:

(i) Barra Inc. and its subsidiaries prior to the acquisition by the Company;

(ii) Capital International Perspectives S.A.;

(iii) Morgan Stanley;

(iv) Morgan Stanley Group Inc. and its subsidiaries ("**MS Group**") prior to the merger with and into Dean Witter, Discover & Co.; and

(v) Dean Witter, Discover & Co. and its subsidiaries ("**DWD**") prior to the merger of Morgan Stanley Group Inc. with and into Dean Witter, Discover & Co.; *provided* that, in the case of an employee who has transferred employment from DWD to MS Group or vice versa, a former employee of DWD will receive credit for employment with DWD only if he or she transferred directly from DWD to Morgan Stanley & Co. Incorporated or its affiliates subsequent to February 5, 1997, and a former employee of MS Group will receive credit for employment with MS Group only if he or she transferred directly from MS Group to Morgan Stanley DW Inc. or its affiliates subsequent to February 5, 1997.

"Good Reason" means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“Governmental Employer” means a governmental department or agency, self-regulatory agency or other public service employer.

“Governmental Service Termination” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“MSCI” means MSCI Inc., a Delaware corporation.

“Notice Requirements” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation; or

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation.

“Performance Period” means the period consisting of MSCI’s fiscal years ending in and .

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“Section 409A” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary(ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**AWARD AGREEMENT
FOR RESTRICTED STOCK UNITS
FOR EXECUTIVE OFFICERS
UNDER THE MSC INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Restricted Stock Units (“**RSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]
Number of RSUs Granted: [#] RSUs
Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the RSUs will vest and convert as provided above and as further described in Exhibit A attached hereto. Your RSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Restricted Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that RSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


 Name: Gary Retelny
 Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

TERMS AND CONDITIONS
OF THE RESTRICTED STOCK UNIT AWARD AGREEMENT
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Section 1. *RSUs Generally.*

MSCI has awarded you RSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your RSU award only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your RSUs corresponds to one share of MSCI common stock. An RSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the RSU. You will not be a stockholder with respect to the Shares underlying your RSUs unless and until your RSUs convert to Shares.

Section 2. *Vesting and Conversion.*

(a) *Vesting.* Your RSUs shall vest (each, a “**Vesting Date**”); *provided* that you continue to be employed by the Company on each such Vesting Date. Vested RSUs shall convert into Shares on the Vesting Date or as soon as reasonably practicable, but in no event later than (30) days thereafter.

(b) *Other*. Notwithstanding the foregoing, your RSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. *Dividend Equivalent Payments*.

Until your RSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested RSUs immediately prior to the record date. No dividend equivalents will be paid to you with respect to any canceled or forfeited RSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to RSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the "**Clawback**") following the cancellation or forfeiture of the underlying RSUs. You consent to the Company's implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. *Termination of Employment Prior to Vesting Date*.

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested RSUs:

(a) *Termination of Employment Due to Death*. If your employment with the Company terminates due to death, your RSUs will immediately vest and convert into Shares on the date of death or within thirty (30) days thereafter. Such Shares shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability*. If your employment with the Company terminates due to Disability, your RSUs will vest and convert into Shares on the date of such Disability or within thirty (30) days thereafter.

(c) *Involuntary Termination of Employment by the Company Prior to Full Career Retirement Eligibility*. In the event of an involuntary termination of your employment by the Company without Cause prior to Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares within sixty (60) days following such termination. If such sixty (60)-day period begins in one taxable year and ends in a subsequent taxable year, such vesting and conversion shall occur in the second taxable year.

(d) *Involuntary Termination of Employment by the Company Following Full Career Retirement Eligibility*. In the event of an involuntary termination of your employment by the Company without Cause following Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on January 1 of the year following the year of termination and ending on the earlier to occur of (A) the one (1)-year anniversary of your termination of employment and (B) fifteen (15) days following the expiration of the Delay Period, if any (such period, the “**Settlement Period**”); *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination.

(e) *Full Career Retirement*. If your employment with the Company terminates due to Full Career Retirement, provided you do not engage in Competitive Activity prior to the conversion date set forth in this Section 4(e), your RSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the Settlement Period; *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination. In the event you engage in Competitive Activity, you will forfeit any RSUs outstanding as of the date of your Full Career Retirement. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that you have not engaged in Competitive Activity.

(f) *Governmental Service Termination*. If your employment with the Company terminates in a Governmental Service Termination, to the extent permitted under Section 409A, your RSUs will vest and convert into Shares on the date of such termination or within sixty (60) days thereafter.

(g) *Other Resignations from Employment*. All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any RSUs that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your RSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice Requirements, the Committee may, in its discretion, require that the gross cash value of the RSUs delivered to you in accordance with this Section 4(g)(ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your RSUs may be forfeited and (B) if, after you have given notice of your intention to resign or retire, as applicable, from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding RSUs will be treated in accordance with Sections 4(c) or (d), as applicable.

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding RSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent, in which case your RSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding RSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the RSUs. Following a Change in Control in which your outstanding RSUs are continued or assumed pursuant to clause (i) above, such RSUs may be settled in cash, stock or a combination thereof

(b) *Qualifying Termination.* In the event of a Qualifying Termination (as defined below), your RSUs will vest and convert into Shares as provided in Section 4(c) or Section 4(d), as applicable. "**Qualifying Termination**" means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the RSUs are continued or assumed.

Section 6. *Cancellation of Awards.*

(a) *Cancellation Events.* Notwithstanding any other terms of this Award Agreement, your RSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate.* You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards.* Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your RSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations.*

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your RSUs may be satisfied, in MSCI's sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your RSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company's policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your RSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. Ownership and Possession.

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your RSUs prior to conversion of your RSUs.

Section 11. Securities Law Compliance Matters.

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your RSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. Compliance with Laws and Regulations.

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your RSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. No Entitlements.

(a) *No Right to Continued Employment.* This RSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an "at-will" employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of RSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of RSUs or any other equity-based award at any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of RSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your RSUs, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. MSCI may not modify your RSUs in a manner that would materially impair your rights in your RSUs without your consent; *provided, however,* that MSCI may, without your consent, amend or modify your RSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your RSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your RSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A, and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if MSCI considers you to be one of its “specified employees” at the time of your “separation from service” (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the “**Specified Employee Period**”). Any conversion of RSUs into Shares that would have occurred during the Specified Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (i) conversion of such RSUs into Shares on the first business day following the Specified Employee Period or (ii) a cash payment on the first business day following the Specified Employee Period equal to the value

of such RSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your "termination of employment" (and corollary terms) shall be construed to refer to your "separation from service" from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your RSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your RSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. *Severability.*

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. *Successors.*

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. *Governing Law.*

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. *Rule of Construction for Timing of Conversion.*

With respect to each provision of this Award Agreement that provides for your RSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“**Board**” means the Board of Directors of MSCI.

A “**Cancellation Event**” will be deemed to have occurred under any one of the following circumstances:

(a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;

(b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; *provided* that such determination is made within six (6) months of termination);

(c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;

or if, without the consent of MSCI:

(d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner

attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements.

A “Change in Control” shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the “**Existing Board**”) cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI’s stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or “person” other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI’s stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI’s then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company’s assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee; *provided, however*, that, for purposes of administering Section 4 with respect to awards granted to participants who are not officers or directors of the Company subject to Section 16(b) of the Exchange Act, the Committee may delegate its authority to the Company's Chief Executive Officer, Head of Human Resources or Head of Compensation and Benefits.

"Competitive Activity" includes entering into any arrangement with a Competitor whereby you would be responsible for providing or managing others who are providing services:

(a) that are similar or substantially related to the services that you provided to the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company;

(b) that you had direct or indirect managerial or supervisory responsibility for at the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company; or

(c) that involve the application of the same or similar specialized knowledge or skills as those utilized by you in your services at the Company at any time during the one (1)-year period preceding the date of your termination;

provided that acquisition solely by you or in concert with others of 5% or greater equity, voting or other financial interest in a publicly traded company that could be deemed a Competitor shall be deemed Competitive Activity.

“Competitor” means any entity that is engaged in any activity, or that owns a significant interest (equity, voting, financial or otherwise) in an entity, that competes with any business activity the Company engages in, or that you reasonably had knowledge of or should have had knowledge of that the Company was planning to engage in on the date of your termination of employment with the Company.

“Delay Period” means the period beginning on the date of any non-compete restriction to which you are subject (including any such restriction under this Award Agreement) and ending on the expiration date of such non-compete restriction, as reduced by the length of any voluntary notice period that you give to the Company and serve. For the avoidance of doubt, nothing contained in this Award Agreement reduces, or intends to reduce, the length of any non-compete restriction to which you are subject following termination of your employment.

“Disability” means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Full Career Retirement” means a termination of employment with the Company other than under circumstances involving any Cancellation Event (other than the required notice periods) and other than due to your death or Disability on or after the date that you attain the age of fifty-five (55) and ten (10) years of service with the Company; *provided* that, for purposes of this definition, service with the Company will include any period of service with the following entities and any of their predecessors:

- (a) Investor Force Holdings, Inc. and its subsidiaries prior to January 29, 2013;
- (b) IPD Group Limited and its subsidiaries and affiliates prior to November 30, 2012;
- (c) Measurisk, LLC and its subsidiaries prior to July 30, 2010;
- (d) RiskMetrics Group, Inc. and its subsidiaries prior to June 1, 2010;
- (e) Barra Inc. and its subsidiaries prior to June 3, 2004;

(f) Capital International Perspectives S.A. prior to April 28, 2008;

(g) Morgan Stanley prior to May 22, 2009;

(h) Morgan Stanley Group Inc. and its subsidiaries (“**MS Group**”) prior to the merger with and into Dean Witter, Discover & Co.; and

(i) Dean Witter, Discover & Co. and its subsidiaries (“**DWD**”) prior to the merger of Morgan Stanley Group Inc. with and into Dean Witter, Discover & Co.; *provided* that, in the case of an employee who has transferred employment from DWD to MS Group or vice versa, a former employee of DWD will receive credit for employment with DWD only if he or she transferred directly from DWD to Morgan Stanley & Co. Incorporated or its affiliates subsequent to February 5, 1997, and a former employee of MS Group will receive credit for employment with MS Group only if he or she transferred directly from MS Group to Morgan Stanley DW Inc. or its affiliates subsequent to February 5, 1997.

“**Good Reason**” means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“**Governmental Employer**” means a governmental department or agency, self-regulatory agency or other public service employer.

“Governmental Service Termination” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“MSCI” means MSCI Inc., a Delaware corporation.

“Notice Requirements” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation;

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation;

(c) sixty (60) days if you are an Executive Director of the Company (or equivalent title) at the time of notice of resignation;

(d) thirty (30) days if you are a Vice President of the Company (or equivalent title) at the time of notice of resignation; or

(e) fourteen (14) days for all other employees of the Company.

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“Section 409A” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary(ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**AWARD AGREEMENT
FOR RESTRICTED STOCK UNITS
FOR CHIEF EXECUTIVE OFFICER
UNDER THE MSC INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Restricted Stock Units (“**RSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]
Number of RSUs Granted: [#] RSUs
Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the RSUs will vest and convert as provided above and as further described in Exhibit A attached hereto. Your RSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Restricted Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that RSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


 Name: Gary Retelny
 Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

TERMS AND CONDITIONS
OF THE RESTRICTED STOCK UNIT AWARD AGREEMENT
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Section 1. *RSUs Generally.*

MSCI has awarded you RSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your RSU award only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your RSUs corresponds to one share of MSCI common stock. An RSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the RSU. You will not be a stockholder with respect to the Shares underlying your RSUs unless and until your RSUs convert to Shares.

Section 2. *Vesting and Conversion.*

(a) *Vesting.* Your RSUs shall vest (each, a “**Vesting Date**”); *provided* that you continue to be employed by the Company on each such Vesting Date; *provided, further*, that you have complied with all applicable provisions of the HSR Act. Vested RSUs shall convert into Shares on the Vesting Date or as soon as reasonably practicable, but in no event later than (30) days thereafter.

(b) *HSR Act*. If unvested RSUs would have vested pursuant to this Section 2 or Section 4, but did not vest solely because you were not in compliance with all applicable provisions of the HSR Act, subject to Section 409A, the vesting date for such RSUs shall occur on the first date following the date on which you have complied with all applicable provisions of the HSR Act.

(c) *Other*. Notwithstanding the foregoing, your RSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. *Dividend Equivalent Payments*.

Until your RSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested RSUs immediately prior to the record date. No dividend equivalents will be paid to you with respect to any canceled or forfeited RSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to RSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the “**Clawback**”) following the cancellation or forfeiture of the underlying RSUs. You consent to the Company’s implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. *Termination of Employment Prior to Vesting Date*.

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested RSUs:

(a) *Termination of Employment Due to Death*. If your employment with the Company terminates due to death, your RSUs will immediately vest and convert into

Shares on the date of death or within thirty (30) days thereafter. Such Shares shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability*. If your employment with the Company terminates due to Disability, your RSUs will vest and convert into Shares on the date of such Disability or within thirty (30) days thereafter.

(c) *Involuntary Termination of Employment by the Company Prior to Full Career Retirement Eligibility*. In the event of an involuntary termination of your employment by the Company without Cause prior to Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares within sixty (60) days following such termination. If such sixty (60)-day period begins in one taxable year and ends in a subsequent taxable year, such vesting and conversion shall occur in the second taxable year.

(d) *Involuntary Termination of Employment by the Company Following Full Career Retirement Eligibility*. In the event of an involuntary termination of your employment by the Company without Cause following Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on January 1 of the year following the year of termination and ending on the earlier to occur of (A) the one (1)-year anniversary of your termination of employment and (B) fifteen (15) days following the expiration of the Delay Period, if any (such period, the “**Settlement Period**”); *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination.

(e) *Full Career Retirement*. If your employment with the Company terminates due to Full Career Retirement, provided you do not engage in Competitive Activity prior to the conversion date set forth in this Section 4(e), your RSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the Settlement Period; *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination. In the event you engage in Competitive Activity, you will forfeit any RSUs outstanding as of the date of your Full Career Retirement. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that you have not engaged in Competitive Activity.

(f) *Governmental Service Termination*. If your employment with the Company terminates in a Governmental Service Termination, to the extent permitted under Section 409A, your RSUs will vest and convert into Shares on the date of such termination or within sixty (60) days thereafter.

(g) *Other Resignations from Employment.* All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any RSUs that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your RSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice Requirements, the Committee may, in its discretion, require that the gross cash value of the RSUs delivered to you in accordance with this Section 4(g)(ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your RSUs may be forfeited and (B) if, after you have given notice of your intention to resign or retire, as applicable, from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding RSUs will be treated in accordance with Sections 4(c) or (d), as applicable.

Notwithstanding anything to the contrary contained herein, the unvested RSUs shall only vest pursuant to this Section 4 provided that you have complied with all applicable provisions of the HSR Act.

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding RSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent, in which case your RSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding RSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the RSUs. Following a Change in Control in which your outstanding RSUs are continued or assumed pursuant to clause (i) above, such RSUs may be settled in cash, stock or a combination thereof

(b) *Qualifying Termination.* In the event of a Qualifying Termination (as defined below), your RSUs will vest and convert into Shares as provided in Section 4(c) or Section 4(d), as applicable. "**Qualifying Termination**" means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the RSUs are continued or assumed.

Section 6. *Cancellation of Awards.*

(a) *Cancellation Events.* Notwithstanding any other terms of this Award Agreement, your RSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate.* You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards.* Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your RSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations.*

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your RSUs may be satisfied, in MSCI's sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your RSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company's policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your RSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. *Ownership and Possession.*

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your RSUs prior to conversion of your RSUs.

Section 11. *Securities Law Compliance Matters.*

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your RSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. *Compliance with Laws and Regulations.*

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your RSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. *No Entitlements.*

(a) *No Right to Continued Employment.* This RSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an "at-will" employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of RSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of RSUs or any other equity-based award at any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of RSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not

part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your RSUs, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. MSCI may not modify your RSUs in a manner that would materially impair your rights in your RSUs without your consent; *provided, however,* that MSCI may, without your consent, amend or modify your RSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your RSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your RSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A, and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if MSCI considers you to be one of its "specified employees" at the time of your "separation from service" (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the "**Specified Employee Period**"). Any conversion of RSUs into Shares that would have occurred during the Specified

Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (i) conversion of such RSUs into Shares on the first business day following the Specified Employee Period or (ii) a cash payment on the first business day following the Specified Employee Period equal to the value of such RSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your “termination of employment” (and corollary terms) shall be construed to refer to your “separation from service” from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your RSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your RSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. *Severability.*

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. *Successors.*

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. *Governing Law.*

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. *Rule of Construction for Timing of Conversion.*

With respect to each provision of this Award Agreement that provides for your RSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“Board” means the Board of Directors of MSCI.

A **“Cancellation Event”** will be deemed to have occurred under any one of the following circumstances:

- (a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;
- (b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; provided that such determination is made within six (6) months of termination);
- (c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;
or if, without the consent of MSCI:
- (d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements.

A “Change in Control” shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by

such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the “**Existing Board**”) cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI’s stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or “person” other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI’s stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI’s then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company’s assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee; *provided, however*, that, for purposes of administering Section 4 with respect to awards granted to participants who are not officers or directors of the Company subject to Section 16(b) of the Exchange Act, the Committee may delegate its authority to the Company's Chief Executive Officer, Head of Human Resources or Head of Compensation and Benefits.

"Competitive Activity" includes entering into any arrangement with a Competitor whereby you would be responsible for providing or managing others who are providing services:

(a) that are similar or substantially related to the services that you provided to the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company;

(b) that you had direct or indirect managerial or supervisory responsibility for at the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company; or

(c) that involve the application of the same or similar specialized knowledge or skills as those utilized by you in your services at the Company at any time during the one (1)-year period preceding the date of your termination;

provided that acquisition solely by you or in concert with others of 5% or greater equity, voting or other financial interest in a publicly traded company that could be deemed a Competitor shall be deemed Competitive Activity.

“Competitor” means any entity that is engaged in any activity, or that owns a significant interest (equity, voting, financial or otherwise) in an entity, that competes with any business activity the Company engages in, or that you reasonably had knowledge of or should have had knowledge of that the Company was planning to engage in on the date of your termination of employment with the Company.

“Delay Period” means the period beginning on the date of any non-compete restriction to which you are subject (including any such restriction under this Award Agreement) and ending on the expiration date of such non-compete restriction, as reduced by the length of any voluntary notice period that you give to the Company and serve. For the avoidance of doubt, nothing contained in this Award Agreement reduces, or intends to reduce, the length of any non-compete restriction to which you are subject following termination of your employment.

“Disability” means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Full Career Retirement” means a termination of employment with the Company other than under circumstances involving any Cancellation Event (other than the required notice periods) and other than due to your death or Disability on or after the date that you meet any of the following criteria:

- (a) age fifty (55) and twelve (12) years of service with the Company as a Managing Director or comparable officer; or
- (b) age fifty (50) and fifteen (15) years as an officer of the Company; or
- (c) age fifty-five (55) with five (5) years of service with the Company and age plus years of service equals or exceeds sixty-five (65); or
- (d) twenty (20) years of service with the Company;

provided that, for purposes of this definition, service with the Company will include any period of service with the following entities and any of their predecessors:

- (i) Barra Inc. and its subsidiaries prior to the acquisition by the Company;
- (ii) Capital International Perspectives S.A.;
- (iii) Morgan Stanley;
- (iv) Morgan Stanley Group Inc. and its subsidiaries (“**MS Group**”) prior to the merger with and into Dean Witter, Discover & Co.; and
- (v) Dean Witter, Discover & Co. and its subsidiaries (“**DWD**”) prior to the merger of Morgan Stanley Group Inc. with and into Dean Witter, Discover & Co.; *provided* that, in the case of an employee who has transferred employment from DWD to MS Group or vice versa, a former employee of DWD will receive credit for employment with DWD only if he or she transferred directly from DWD to Morgan Stanley & Co. Incorporated or its affiliates subsequent to February 5, 1997, and a former employee of MS Group will receive credit for employment with MS Group only if he or she transferred directly from MS Group to Morgan Stanley DW Inc. or its affiliates subsequent to February 5, 1997.

“**Good Reason**” means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“Governmental Employer” means a governmental department or agency, self-regulatory agency or other public service employer.

“Governmental Service Termination” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended

“MSCI” means MSCI Inc., a Delaware corporation.

“Notice Requirements” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation;

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation;

(c) sixty (60) days if you are an Executive Director of the Company (or equivalent title) at the time of notice of resignation;

(d) thirty (30) days if you are a Vice President of the Company (or equivalent title) at the time of notice of resignation; or

(e) fourteen (14) days for all other employees of the Company.

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“Section 409A” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary (ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**AWARD AGREEMENT
FOR RESTRICTED STOCK UNITS
FOR EXECUTIVE OFFICERS
UNDER THE MSC INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, the “**Company**”) hereby grants to you Restricted Stock Units (“**RSUs**”) as described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (as may be amended from time to time, the “**Plan**”).

Participant: [Name]
Number of RSUs Granted: [#] RSUs
Grant Date: [Date] (the “**Grant Date**”)

Vesting Schedule:

Provided you continue to provide services to the Company through the applicable Vesting Dates, the RSUs will vest and convert as provided above and as further described in Exhibit A attached hereto. Your RSUs may be subject to forfeiture or recoupment if you terminate employment with the Company or do not comply with the notice requirements, as set forth in the Plan and this Restricted Stock Unit Award Agreement (including Exhibit A attached hereto, this “**Award Agreement**”).

You agree that this Award Agreement is granted under the Plan and governed by the terms and conditions of the Plan and Exhibit A attached hereto. You also agree that RSUs granted to you pursuant to this Award Agreement and any Shares issued in settlement or satisfaction thereof are subject to the MSCI Clawback Policy. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


 Name: Gary Retelny
 Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

TERMS AND CONDITIONS
OF THE RESTRICTED STOCK UNIT AWARD AGREEMENT
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Section 1. *RSUs Generally.*

MSCI has awarded you RSUs as an incentive for you to continue to provide services to the Company and to align your interests with those of the Company. As such, you will earn your RSU award only if you remain in continuous employment with the Company through the applicable vesting dates, or as otherwise set forth below.

Each of your RSUs corresponds to one share of MSCI common stock. An RSU constitutes a contingent and unsecured promise by MSCI to deliver one share of MSCI common stock on the conversion date for the RSU. You will not be a stockholder with respect to the Shares underlying your RSUs unless and until your RSUs convert to Shares.

Section 2. *Vesting and Conversion.*

(a) *Vesting.* Your RSUs shall vest (each, a “**Vesting Date**”); *provided* that you continue to be employed by the Company on each such Vesting Date. Vested RSUs shall convert into Shares on the Vesting Date or as soon as reasonably practicable, but in no event later than (30) days thereafter.

(b) *Other*. Notwithstanding the foregoing, your RSUs will vest and convert as set forth in Section 4 and Section 5 in the event that your employment with the Company terminates under certain circumstances.

Section 3. *Dividend Equivalent Payments*.

Until your RSUs convert to Shares, if MSCI pays a dividend on Shares, you will be entitled to a dividend equivalent payment in the same amount as the dividend you would have received if you held Shares for your vested and unvested RSUs immediately prior to the record date. No dividend equivalents will be paid to you with respect to any canceled or forfeited RSUs.

MSCI will decide on the form of payment and may pay dividend equivalents in Shares, in cash or in a combination thereof.

MSCI will pay the dividend equivalent when it pays the corresponding dividend on its common stock. The gross amount of any dividend equivalents paid to you with respect to RSUs that do not vest and convert to Shares shall be subject to potential recoupment or payback (such recoupment or payback of dividend equivalents, the “**Clawback**”) following the cancellation or forfeiture of the underlying RSUs. You consent to the Company’s implementation and enforcement of the Clawback and expressly agree that MSCI may take such actions as are necessary to effectuate the Clawback consistent with applicable law. If, within a reasonable period, you do not tender repayment of the dividend equivalents in response to demand for repayment, MSCI may seek a court order against you or take any other actions as are necessary to effectuate the Clawback.

Because dividend equivalent payments are considered part of your compensation for income tax purposes, they will be subject to applicable tax and other withholding obligations.

Section 4. *Termination of Employment Prior to Vesting Date*.

Upon termination of employment with the Company prior to a Vesting Date pursuant to this Section 4, the following special vesting and payment terms will apply to your unvested RSUs:

(a) *Termination of Employment Due to Death*. If your employment with the Company terminates due to death, your RSUs will immediately vest and convert into Shares on the date of death or within thirty (30) days thereafter. Such Shares shall be delivered to the beneficiary(ies) you have designated pursuant to Section 9 or the legal representative of your estate, as applicable.

(b) *Disability.* If your employment with the Company terminates due to Disability, your RSUs will vest and convert into Shares on the date of such Disability or within thirty (30) days thereafter.

(c) *Involuntary Termination of Employment by the Company Prior to Full Career Retirement Eligibility.* In the event of an involuntary termination of your employment by the Company without Cause prior to Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares within sixty (60) days following such termination. If such sixty (60)-day period begins in one taxable year and ends in a subsequent taxable year, such vesting and conversion shall occur in the second taxable year.

(d) *Involuntary Termination of Employment by the Company Following Full Career Retirement Eligibility.* In the event of an involuntary termination of your employment by the Company without Cause following Full Career Retirement eligibility, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within sixty (60) days following termination of your employment, your RSUs will vest and convert into Shares, in the discretion of the Committee, during the period commencing on January 1 of the year following the year of termination and ending on the earlier to occur of (A) the one (1)-year anniversary of your termination of employment and (B) fifteen (15) days following the expiration of the Delay Period, if any (such period, the “**Settlement Period**”); *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination.

(e) *Full Career Retirement.* If your employment with the Company terminates due to Full Career Retirement, provided you do not engage in Competitive Activity prior to the conversion date set forth in this Section 4(e), your RSUs will vest and convert into Shares, in the discretion of the Committee, at any time during the Settlement Period; *provided, however*, that in no event will your RSUs vest and convert into Shares at any time before January 1 of the year following the year of termination. In the event you engage in Competitive Activity, you will forfeit any RSUs outstanding as of the date of your Full Career Retirement. You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that you have not engaged in Competitive Activity.

(f) *Governmental Service Termination.* If your employment with the Company terminates in a Governmental Service Termination, to the extent permitted under Section 409A, your RSUs will vest and convert into Shares on the date of such termination or within sixty (60) days thereafter.

(g) *Other Resignations from Employment.* All other resignations from employment must comply with the Notice Requirements.

(i) If you resign from your employment with the Company under circumstances which are not in accordance with the provisions above in this Section 4 (and the related defined terms used in such provisions), you will forfeit any RSUs that have not vested as of your last day of employment with the Company; and

(ii) If, prior to a Vesting Date, you give MSCI notice of your intention to resign from your employment with the Company as of a date following such Vesting Date, your RSUs will vest and settle in accordance with Section 2; *provided, however*, that if you do not subsequently comply with the Notice Requirements, the Committee may, in its discretion, require that the gross cash value of the RSUs delivered to you in accordance with this Section 4(g)(ii) be subject to recoupment or payback.

For the avoidance of doubt, (A) revocation of a notice of intention to resign may, in the Company's sole discretion or if required to comply with Section 409A, be deemed to be noncompliant with the Notice Requirements and, in connection with such revocation, your RSUs may be forfeited and (B) if, after you have given notice of your intention to resign or retire, as applicable, from your employment with the Company, the Company involuntarily terminates your employment without Cause prior to the expiration of your notice period, your outstanding RSUs will be treated in accordance with Sections 4(c) or (d), as applicable.

Section 5. *Change in Control.*

(a) *General.* In the event of a Change in Control, the Committee may provide for (i) the continuation or assumption of your outstanding RSUs under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent, in which case your RSUs will continue to be subject to the terms of this Award Agreement, or (ii) the lapse of restrictions relating to and the settlement of your outstanding RSUs immediately prior to such Change in Control in the event a buyer will not continue or assume the RSUs. Following a Change in Control in which your outstanding RSUs are continued or assumed pursuant to clause (i) above, such RSUs may be settled in cash, stock or a combination thereof

(b) *Qualifying Termination.* In the event of a Qualifying Termination (as defined below), your RSUs will vest and convert into Shares as provided in Section 4(c) or Section 4(d), as applicable. "**Qualifying Termination**" means a termination of employment by the Company without Cause or by you for Good Reason (which shall be deemed an involuntary termination of employment by the Company without Cause), in each case within eighteen (18) months following the effective date of the Change in Control in which the RSUs are continued or assumed.

Section 6. *Cancellation of Awards.*

(a) *Cancellation Events.* Notwithstanding any other terms of this Award Agreement, your RSUs will be canceled prior to conversion in the event of any Cancellation Event.

(b) *Certificate.* You may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred. If you fail to submit a timely certification or evidence, MSCI will cancel your award.

(c) *Cancellation of Unvested Awards.* Except as explicitly provided in Section 4, upon a termination of your employment by you or by the Company for any reason, any of your RSUs that have not vested pursuant to Section 2 as of the date of your termination of employment with the Company will be canceled and forfeited in full as of such date.

Section 7. *Tax and Other Withholding Obligations.*

Pursuant to rules and procedures that MSCI establishes (including those set forth in Section 16(a) of the Plan), tax or other withholding obligations arising upon vesting and conversion (as applicable) of your RSUs may be satisfied, in MSCI's sole discretion, by having MSCI withhold Shares, tendering Shares or by having MSCI withhold cash if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld or tendered will be valued using the fair market value of the Shares on the date your RSUs convert, using a valuation methodology established by MSCI.

In order to comply with applicable accounting standards or the Company's policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld or that you may tender.

Section 8. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your RSUs, other than as provided in Section 9 or by will or the laws of descent and distribution or otherwise as provided for by the Committee.

Section 9. *Designation of a Beneficiary.*

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be paid under this Award Agreement in the event of your death. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department.

Any Shares that become payable upon your death, and as to which a designation of beneficiary is not in effect, will be distributed to your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary(ies) to receive Shares under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Shares.

Section 10. Ownership and Possession.

Except as set forth herein, you will not have any rights as a stockholder in the Shares corresponding to your RSUs prior to conversion of your RSUs.

Section 11. Securities Law Compliance Matters.

MSCI may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon conversion of your RSUs and any stock certificates that may subsequently be issued in substitution for the original certificates. MSCI may advise the transfer agent to place a stop order against such Shares if it determines that such an order is necessary or advisable.

Section 12. Compliance with Laws and Regulations.

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon conversion of your RSUs (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges, associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 13. No Entitlements.

(a) *No Right to Continued Employment.* This RSU award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an "at-will" employee of the Company.

(b) *No Right to Future Awards.* This award, and all other awards of RSUs and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of RSUs or any other equity-based award at any time in the future or in respect of any future period. You agree that any release required under Section 4 of this Award Agreement is in exchange for the grant of RSUs hereunder, for which you have no current entitlement.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 14. *Consents under Local Law.*

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or to be obtained under, applicable local law.

Section 15. *Award Modification and Section 409A.*

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your RSUs, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. MSCI may not modify your RSUs in a manner that would materially impair your rights in your RSUs without your consent; *provided, however,* that MSCI may, without your consent, amend or modify your RSUs in any manner that MSCI considers necessary or advisable to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or to ensure that your RSUs are not subject to tax prior to payment. MSCI will notify you of any amendment of your RSUs that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt and/or comply with Section 409A, and shall be interpreted on a basis consistent with such intent. For the avoidance of doubt, the Company makes no representations that the payments provided under this Award Agreement comply with Section 409A and in no event will the Company be liable for any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

(ii) Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, no conversion specified hereunder shall occur unless permissible under Section 409A. In addition, if MSCI considers you to be one of its “specified employees” at the time of your “separation from service” (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six (6)-month period measured from the date of your separation from service from the Company (such period, the “**Specified Employee Period**”). Any conversion of RSUs into Shares that would have occurred during the Specified Employee Period but for the fact that you are deemed to be a specified employee shall be satisfied either by (i) conversion of such RSUs into Shares on the first business day following the Specified Employee Period or (ii) a cash payment on the first business day following the Specified Employee Period equal to the value

of such RSUs on the scheduled conversion date (based on the value of the Shares on such date) plus accrued interest as determined by MSCI; *provided*, that to the extent this Section 15(b)(ii) is applicable, in the event that after the date of your separation from service from the Company you (X) die or (Y) accept employment at a Governmental Employer and provide MSCI with satisfactory evidence demonstrating that as a result of such new employment the divestiture of your continued interest in MSCI equity awards or continued ownership of the Shares is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer, any conversion or payment delayed pursuant to this Section 15(b)(ii) shall occur or be made immediately. For the avoidance of doubt, any determination as to form of payment (as provided in this Section 15(b)(ii)) will be in the sole discretion of MSCI.

(iii) For purposes of any provision of this Award Agreement providing for the payment of any amounts of nonqualified deferred compensation upon or following a termination of employment from the Company, references to your "termination of employment" (and corollary terms) shall be construed to refer to your "separation from service" from the Company.

(iv) MSCI reserves the right to modify the terms of this Award Agreement, including, without limitation, the payment provisions applicable to your RSUs, to the extent necessary or advisable to comply with Section 409A and reserves the right to make any changes to your RSU award so that it does not become subject to Section 409A or become subject to a Specified Employee Period.

Section 16. *Severability.*

In the event MSCI determines that any provision of this Award Agreement would cause you to be in constructive receipt for United States federal or state income tax purposes of any portion of your award, then such provision will be considered null and void and this Award Agreement will be construed and enforced as if the provision had not been included in this Award Agreement as of the date such provision was determined to cause you to be in constructive receipt of any portion of your award.

Section 17. *Successors.*

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 18. *Governing Law.*

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 19. *Rule of Construction for Timing of Conversion.*

With respect to each provision of this Award Agreement that provides for your RSUs to convert to Shares on a specified event or date, such conversion will be considered to have been timely made, and neither you nor any of your beneficiaries or your estate shall have any claim against the Company for damages based on a delay in payment, and the Company shall have no liability to you (or to any of your beneficiaries or your estate) in respect of any such delay, as long as payment is made by December 31 of the year in which the applicable vesting date or such other specified event or date occurs, or if later, by March 15th of the year following such specified event or date.

Section 20. *Defined Terms.*

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“Board” means the Board of Directors of MSCI.

A **“Cancellation Event”** will be deemed to have occurred under any one of the following circumstances:

(a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;

(b) termination from the Company for Cause (or a later determination that you could have been terminated for Cause; provided that such determination is made within six (6) months of termination);

(c) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;

or if, without the consent of MSCI:

(d) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner

attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by the Company;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements.

A “Change in Control” shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve (12)-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI; *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any twelve (12)-month period, the individuals who, as of the beginning of such period, constitute the Board (the “**Existing Board**”) cease for any reason to constitute at least 50% of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI’s stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or “person” other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI’s stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then outstanding shares of MSCI common stock or the combined voting power of MSCI’s then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company’s assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI common stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee; *provided, however*, that, for purposes of administering Section 4 with respect to awards granted to participants who are not officers or directors of the Company subject to Section 16(b) of the Exchange Act, the Committee may delegate its authority to the Company's Chief Executive Officer, Head of Human Resources or Head of Compensation and Benefits.

"Competitive Activity" includes entering into any arrangement with a Competitor whereby you would be responsible for providing or managing others who are providing services:

(a) that are similar or substantially related to the services that you provided to the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company;

(b) that you had direct or indirect managerial or supervisory responsibility for at the Company at any time during the one (1)-year period preceding the date of your termination of employment with the Company; or

(c) that involve the application of the same or similar specialized knowledge or skills as those utilized by you in your services at the Company at any time during the one (1)-year period preceding the date of your termination;

provided that acquisition solely by you or in concert with others of 5% or greater equity, voting or other financial interest in a publicly traded company that could be deemed a Competitor shall be deemed Competitive Activity.

“**Competitor**” means any entity that is engaged in any activity, or that owns a significant interest (equity, voting, financial or otherwise) in an entity, that competes with any business activity the Company engages in, or that you reasonably had knowledge of or should have had knowledge of that the Company was planning to engage in on the date of your termination of employment with the Company.

“**Delay Period**” means the period beginning on the date of any non-compete restriction to which you are subject (including any such restriction under this Award Agreement) and ending on the expiration date of such non-compete restriction, as reduced by the length of any voluntary notice period that you give to the Company and serve. For the avoidance of doubt, nothing contained in this Award Agreement reduces, or intends to reduce, the length of any non-compete restriction to which you are subject following termination of your employment.

“**Disability**” means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Full Career Retirement**” means a termination of employment with the Company other than under circumstances involving any Cancellation Event (other than the required notice periods) and other than due to your death or Disability on or after the date that you meet any of the following criteria:

- (a) age fifty (55) and twelve (12) years of service with the Company as a Managing Director or comparable officer; or
- (b) age fifty (50) and fifteen (15) years as an officer of the Company; or
- (c) age fifty-five (55) with five (5) years of service with the Company and age plus years of service equals or exceeds sixty-five (65); or
- (d) twenty (20) years of service with the Company;

provided that, for purposes of this definition, service with the Company will include any period of service with the following entities and any of their predecessors:

- (i) Barra Inc. and its subsidiaries prior to the acquisition by the Company;
- (ii) Capital International Perspectives S.A.;
- (iii) Morgan Stanley;
- (iv) Morgan Stanley Group Inc. and its subsidiaries (“**MS Group**”) prior to the merger with and into Dean Witter, Discover & Co.; and
- (v) Dean Witter, Discover & Co. and its subsidiaries (“**DWD**”) prior to the merger of Morgan Stanley Group Inc. with and into Dean Witter, Discover & Co.; *provided* that, in the case of an employee who has transferred employment from DWD to MS Group or vice versa, a former employee of DWD will receive credit for employment with DWD only if he or she transferred directly from DWD to Morgan Stanley & Co. Incorporated or its affiliates subsequent to February 5, 1997, and a former employee of MS Group will receive credit for employment with MS Group only if he or she transferred directly from MS Group to Morgan Stanley DW Inc. or its affiliates subsequent to February 5, 1997.

“**Good Reason**” means:

(a) any material diminution in your title, status, position, the scope of your assigned duties, responsibilities or authority, including the assignment to you of any duties, responsibilities or authority inconsistent with the duties, responsibilities and authority assigned to you prior to a Change in Control (including any such diminution resulting from a transaction in which the Company is no longer a public company);

(b) any reduction in your Total Reward that was in existence prior to a Change in Control (for purposes of this clause (b), Total Reward is comprised of your annual base salary, your annual bonus and the grant date fair value of your equity-based incentive compensation awards for the prior year);

(c) a relocation of more than twenty-five (25) miles from the location of your principal job location or office prior to a Change in Control; or

(d) any other action or inaction that constitutes a material breach by the Company of any agreement pursuant to which you provide services to the Company;

provided, that you provide the Company with written notice of your intent to terminate your employment for Good Reason within ninety (90) days of your becoming aware of any circumstances set forth above (with such notice indicating the specific termination provision above on which you are relying and describing in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the indicated provision) and that you provide the Company with at least thirty (30) days following receipt of such notice to remedy such circumstances.

“Governmental Employer” means a governmental department or agency, self-regulatory agency or other public service employer.

“Governmental Service Termination” means the termination of your employment with the Company as a result of your accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that, as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI common stock is reasonably necessary to avoid the violation of U.S. federal, state or local, foreign ethics or conflicts of interest law applicable to you at such Governmental Employer.

“MSCI” means MSCI Inc., a Delaware corporation.

“Notice Requirements” means prior written notice to MSCI of at least:

(a) one hundred and eighty (180) days if you are a member of the MSCI Executive Committee (or a successor or equivalent committee) at the time of notice of resignation;

(b) ninety (90) days if you are a Managing Director of the Company (or equivalent title) at the time of notice of resignation;

(c) sixty (60) days if you are an Executive Director of the Company (or equivalent title) at the time of notice of resignation;

(d) thirty (30) days if you are a Vice President of the Company (or equivalent title) at the time of notice of resignation; or

(e) fourteen (14) days for all other employees of the Company.

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets or inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes and oral communications.

“Section 409A” means Section 409A of the Code, and the rules, regulations and guidance thereunder.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary (ies) shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary(ies) supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		

Address(es) of Beneficiary(ies):

(1)
(2)

Contingent Beneficiary(ies)

Please also indicate any contingent beneficiary(ies) and to which beneficiary(ies) above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency
(1)		
(2)		

Address(es) of Contingent Beneficiary(ies):

(1)
(2)

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

**AWARD AGREEMENT
2013 NON-QUALIFIED STOCK OPTION AWARD**

**UNDER THE MSCCI INC. 2007 AMENDED AND RESTATED EQUITY INCENTIVE
COMPENSATION PLAN**

MSCI Inc. (together with all of its Subsidiaries, "**MSCI**" or the "**Company**") hereby grants to you the non-qualified stock options (the "**Options**") described below. The awards are being granted under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (the "**Plan**").

Participant: Christopher F. Corrado

Number of Options Granted: 104,272

Grant Date: September 30, 2013 (the "**Grant Date**")

Exercise Price: \$40.23 (the "**Exercise Price**")

Vesting Schedule: Your Options shall generally vest ratably as set forth in Section 2 of this 2013 Non-Qualified Stock Option Agreement (including Exhibit A hereto, the "**Award Agreement**"), beginning on the first anniversary of the Grant Date and continuing on each of the following four anniversaries thereof. Your Options will not become exercisable until the vesting conditions as set forth herein have been satisfied. Options may be subject to forfeiture if you terminate employment with the Company before the applicable vesting dates, as set forth in the Plan and this Award Agreement.

You agree that this Award Agreement is granted under and governed by the terms and conditions of the Plan and Exhibit A. Any other award you receive under the Plan or another equity compensation plan will be governed by the terms and conditions of the applicable award documentation, which may be different from those herein. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website. Unless defined in this Award Agreement, capitalized terms shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, MSCI has duly executed and delivered this Award Agreement as of the Grant Date.

MSCI Inc.


Name: Gary Kefauver
Title: Corporate Secretary

Attachments: Exhibit A (Terms and Conditions of the Award)

**TERMS AND CONDITIONS OF THE
2013 STOCK OPTION AWARD AGREEMENT**

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Section 1. Stock Options Generally.

Your Options give you the right to purchase Shares at the Exercise Price set forth in this Award Agreement following satisfaction of vesting conditions. You will not be a stockholder with respect to the Shares underlying your Options unless and until you exercise your Options as set forth herein.

Section 2. Vesting.

(a) Your Options will become vested and exercisable upon satisfaction of the vesting conditions (such Options, the “**Vested Options**”). Any fractional Options resulting from the application of the vesting schedule will be aggregated and will vest on the first Vesting Date (defined below). Vested Options are subject to any transfer restrictions and cancellation and tax withholdings provisions set forth in the Plan and this Award Agreement.

(b) *Vesting Schedule.* Except as set forth in Section 5, Section 6, Section 7, Section 8 and Section 9 below, your Options will vest according to the following schedule, if you remain in continuous employment with the Company through the applicable scheduled vesting date: 20% on each of the first five anniversaries of the Grant Date (each such anniversary, a “**Vesting Date**”).

Section 3. Expiration Date.

Except as provided in Section 5, Section 6, Section 7, Section 8 and Section 9, your Options will expire on the date ten years following the Grant Date (the “**Expiration Date**”), assuming you are employed with the Company continuously through the Expiration Date. For the avoidance of doubt, notwithstanding anything in Section 5, Section 6 and Section 7, in no event will an Option remain exercisable after the Expiration Date.

Section 4. Exercise of Options.

Your Options will become exercisable following satisfaction of the vesting conditions set forth in Section 2 above.

When you exercise your Options, you may pay the Exercise Price in cash or MSCI may allow you to make a cashless exercise (in which the payment of the Exercise Price is funded by a sale of Shares by a broker).

MSCI may implement policies and procedures regarding the availability of any of the foregoing exercise methods or to facilitate cashless exercises. Your exercise and payment must conform to the policies and procedures that MSCI implements from time to time.

Your Options are considered to be exercised in the order in which they vested. Prior to exercise, you may be required to provide MSCI with a written certification or other evidence that it deems appropriate, in its sole discretion, to confirm that no Cancellation Event has occurred.

Section 5. Death and Disability.

The following special vesting and exercisability terms apply to your Options:

(a) *Termination of Employment due to Death.* If your employment with the Company terminates due to your death, all of your unvested Options shall vest on the date of death. Vested Options shall remain exercisable for a period of one year following death and your beneficiary designated pursuant to Section 13 or the legal representative of your estate, as applicable, may exercise such Vested Options during this period.

(b) *Death after Termination of Employment.* If you die after the termination of your employment with the Company, the beneficiary you have designated pursuant to Section 13 or the legal representative of your estate, as applicable, may exercise any Vested Options that you held at the time of your death for a period of one year following death.

(c) *Termination of Employment due to Disability.* If your employment with the Company terminates due to your Disability, all of your unvested Options shall vest on the termination date. Vested Options shall remain exercisable for a period of one year following such termination.

Section 6. Involuntary Termination of Employment by the Company or a Governmental Service Termination.

In the event of an involuntary termination of your employment by the Company without Cause, provided that you execute and do not revoke an agreement and release of claims satisfactory to MSCI within 60 days following termination of your employment, (i) your Options that are Vested Options as of the termination date will remain exercisable for one year following such termination and (ii) your unvested Options will vest on the 61st day following the termination date and will remain exercisable for one year following such termination. If you do not execute an agreement and release of claims satisfactory to MSCI within 60 days following termination of your employment or revoke such agreement and release within 60 days following termination of your employment, your Options that are Vested Options as of the termination date will remain exercisable for 90 days following such termination and all Options that are not Vested Options as of the termination date will be forfeited.

Section 7. Other Resignations from Employment.

Notwithstanding anything in Section 2 to the contrary, if you resign from your employment with the Company, your Options will vest only if and as provided below in this paragraph:

(a) If you resign from your employment with the Company for any reason, you will forfeit any Options that are not Vested Options as of your last day of employment with the Company;

(b) If you give MSCI notice of your intention to resign from your employment with the Company as of a date following a Vesting Date and you do not subsequently comply with the Notice Requirements, you will forfeit any Options that have not vested as of the date of your notice of resignation to MSCI (regardless of whether you continued in employment with the Company through a Vesting Date);

(c) If prior to a Vesting Date you give MSCI notice of your intention to resign from your employment with the Company as of a date following a Vesting Date, and you remain employed through such Vesting Date and comply with the Notice Requirements, any Options that were scheduled to vest on such Vesting Date shall become Vested Options on your last day of employment with the Company;

Options that are Vested Options as of your last day of employment with the Company will remain exercisable for 90 days following such termination.

Section 8. Termination of Employment and Cancellation of Awards.

(a) *Cancellation of Unvested Awards.* Unvested Options that do not become Vested Options prior to or upon termination of employment will be canceled and forfeited in full.

(b) *Cancellation Events.* Notwithstanding any other terms of this Award Agreement, your Options, including Vested Options, will be canceled and forfeited in full in the event of any Cancellation Event during or following your employment with the Company.

Section 9. Change in Control.

In the event of a Change in Control, all of your unvested Options will vest on the date of the Change in Control.

Section 10. Tax and Other Withholding Obligations.

Pursuant to rules and procedures that MSCI establishes, tax or other withholding obligations arising upon exercise of your Options may be satisfied by paying cash in the event of a cash exercise or by having MSCI withhold shares in the event of a cashless exercise, in each case in an amount sufficient to satisfy the tax or other withholding obligations. Shares withheld will be valued using the Fair Market Value of MSCI Stock on the date your Options are exercised.

In order to comply with applicable accounting standards or the Company's policies in effect from time to time, MSCI may limit the amount of Shares that you may have withheld.

Section 11. *Satisfaction of Obligations.*

Notwithstanding any other provision of this Award Agreement, MSCI may, in its sole discretion, take various actions affecting your Options in order to collect amounts sufficient to satisfy any obligation that you owe to the Company and any tax or other withholding obligations. These actions include the following:

(a) In connection with the exercise of your Options, MSCI may withhold a number of Shares sufficient to satisfy any obligation that you owe to the Company and any tax or other withholding obligations. MSCI shall determine the number of Shares to be withheld by dividing the dollar value of your obligation to the Company and any tax or other withholding obligations by the Fair Market Value of MSCI Stock on the date your Options are exercised.

(b) MSCI may, at any time, cancel any of your vested unexercised Options in a quantity sufficient to satisfy any obligation that you owe to the Company and any tax or other withholding obligations. Any canceled vested Options will be considered to have a value equal to the difference between the Fair Market Value of the Shares, determined on the date of cancellation, and the Exercise Price. Such amount, less any applicable withholding taxes, will be credited against your obligation.

MSCI's determination of the amount that you owe the Company shall be conclusive.

Section 12. *Nontransferability.*

You may not sell, pledge, hypothecate, assign or otherwise transfer your Options, other than as provided in Section 13 (which allows you to designate a beneficiary or beneficiaries in the event of your death) or by will or the laws of descent and distribution or as otherwise provided for by the Committee. This prohibition includes any assignment or other transfer that purports to occur by operation of law or otherwise. During your lifetime, Options may be exercised only by you.

Your personal representatives, heirs, legatees, beneficiaries, successors and assigns, and those of MSCI, shall all be bound by, and shall benefit from, the terms and conditions of your award.

Section 13. Designation of a Beneficiary.

You may make a written designation of a beneficiary or beneficiaries to receive all or part of the Shares to be delivered under this Award Agreement in the event of your death or, following your death, to exercise any Options that have become exercisable and have not expired or been canceled. To make a beneficiary designation, you must complete and file the form attached hereto as Appendix A with MSCI's Human Resources Department or with the legal representative of your estate.

Any Shares that become payable upon your death, and as to which a designation of a beneficiary is not in effect, will be distributed to your estate. Any Options that remain exercisable following your death, and as to which a designation of a beneficiary is not in effect, will be exercisable by the legal representative of your estate.

You may replace or revoke your beneficiary designation at any time. If there is any question as to the legal right of any beneficiary to receive Shares or exercise Options under this award, MSCI may determine in its sole discretion to deliver the Shares in question to your estate or to allow the representative of your estate to exercise the Options in question. MSCI's determination shall be binding and conclusive on all persons and it will have no further liability to anyone with respect to such Options.

Section 14. Ownership and Possession.

(a) *Generally.* You will not have any rights as a stockholder in the Shares subject to your Options until such Shares are delivered to you following the exercise of your Options. Delivery of Shares to you will be effected by entry of your name in the share register of MSCI or by such other procedure as may be authorized by MSCI.

(b) *Following Exercise.* Following exercise of your Options you will be the beneficial owner of the Option Shares delivered to you and, upon such delivery, you will be entitled to all rights of ownership, including voting rights and the right to receive cash or stock dividends or other distributions paid on the Shares.

Section 15. Securities Law Compliance Matters.

The Administrator may, if it determines it is appropriate, affix any legend to the stock certificates representing Shares issued upon exercise of your Options (and any stock certificates that may subsequently be issued in substitution for the original certificates). MSCI may advise the transfer agent to place a stop order against such shares if it determines that such an order is necessary or advisable.

Section 16. Compliance with Laws and Regulation.

Any sale, assignment, transfer, pledge, mortgage, encumbrance or other disposition of Shares issued upon exercise of your Options (whether directly or indirectly, whether or not for value, and whether or not voluntary) must be made in compliance with any applicable constitution, rule, regulation, or policy of any of the exchanges or associations or other institutions with which MSCI has membership or other privileges, and any applicable law, or applicable rule or regulation of any governmental agency, self-regulatory organization or state or federal regulatory body.

Section 17. No Entitlements.

(a) *No Right to Continued Employment.* This Option award is not an employment agreement, and nothing in this Award Agreement or the Plan shall alter your status as an “at-will” employee of the Company. Neither this Award Agreement nor the Plan shall be construed as guaranteeing your employment with the Company or as giving you any right to continue in the employ of the Company during any period (including without limitation the period between the Grant Date and any of the Vesting Dates or the Expiration Date or any portion of any of these periods), nor shall they be construed as giving you any right to be reemployed by the Company following any termination of employment.

(b) *No Right to Future Awards.* This award, and all other awards of stock options and other equity-based awards, are discretionary. This award does not confer on you any right or entitlement to receive another award of stock options or any other equity-based award at any time in the future or in respect of any future period.

(c) *No Effect on Future Employment Compensation.* MSCI has made this award to you in its sole discretion. This award does not confer on you any right or entitlement to receive compensation in any specific amount for any future fiscal year, and does not diminish in any way MSCI’s discretion to determine the amount, if any, of your compensation. In addition, this award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay.

Section 18. Consents under Local Law.

Your award is conditioned upon the making of all filings and the receipt of all consents or authorizations required to comply with, or required to be obtained under, applicable local law.

Section 19. Award Modification and Section 409A.

(a) *Modification.* MSCI reserves the right to modify or amend unilaterally the terms and conditions of your Options, without first asking your consent, or to waive any terms and conditions that operate in favor of MSCI. These amendments may include (but are not limited to) changes that MSCI considers necessary or advisable as a result of changes in any, or the adoption of any new, Legal Requirement. MSCI may not modify your Options in a manner that would materially impair your rights in your Options without your consent; *provided, however*, that MSCI may, without your consent, amend or modify your Options in any manner that MSCI considers necessary or advisable to comply with any Legal Requirement or to ensure that your Options are not subject to United States federal, state or local income tax or any equivalent taxes in territories outside the United States prior to exercise. MSCI will notify you of any amendment of your Options that affects your rights. Any amendment or waiver of a provision of this Award Agreement (other than any amendment or waiver applicable to all recipients generally), which amendment or waiver operates in your favor or confers a benefit on you, must be in writing and signed by the Global Head of Human Resources, the Chief Administrative Officer, the Chief Financial Officer or the General Counsel (or if such positions no longer exist, by the holders of equivalent positions) to be effective.

(b) *Section 409A.*

(i) You understand and agree that all payments made pursuant to this Award Agreement are intended to be exempt or comply with Section 409A of the Code and any regulations and guidelines issued thereunder to the extent subject thereto, and shall be interpreted on a basis consistent with such intent.

(ii) MSCI reserves the right to modify the terms of this Award Agreement to the extent necessary or advisable to comply with Section 409A of the Code.

Section 20. Successors.

This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon your death, acquire any rights hereunder in accordance with this Award Agreement or the Plan.

Section 21. Governing Law.

This Award Agreement and the related legal relations between you and the Company will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of the award to the substantive law of another jurisdiction.

Section 22. Defined Terms.

For purposes of this Award Agreement, the following terms shall have the meanings set forth below:

“Board” means the Board of Directors of MSCI.

A **“Cancellation Event”** will be deemed to have occurred under the following circumstances:

(a) misuse of Proprietary Information or failure to comply with your obligations under MSCI’s Code of Conduct or otherwise with respect to Proprietary Information;

(b) resignation of employment with the Company without giving MSCI prior written notice of at least 180 days;

(c) termination for Cause (or a later determination that you could have been terminated for Cause, *provided* that such determination is made within six months of termination);

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements;

or if, without the consent of MSCI:

(e) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment with the Company, you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) hire or solicit, recruit, induce, entice, influence or encourage any Company employee to leave the Company or become hired or engaged by another company; or

(f) while employed by the Company, including during any notice period applicable to you in connection with your termination of employment, with the Company you directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind) solicit or entice away or in any manner attempt to persuade any client or customer, or prospective client or customer, of the Company (i) to discontinue or diminish his, her or its relationship or prospective relationship with the Company or (ii) to otherwise provide his, her or its business to any person, corporation, partnership or other business entity which engages in any line of business in which the Company is engaged (other than the Company).

“Cause” means:

(a) any act or omission which constitutes a material willful breach of your obligations to the Company or your continued and willful refusal to substantially perform satisfactorily any duties reasonably required of you, which results in material injury to the interest or business reputation of the Company and which breach, failure or refusal (if susceptible to cure) is not corrected (other than failure to correct by reason of your incapacity due to physical or mental illness) within thirty (30) business days after written notification thereof to you by the Company; *provided* that no act or failure to act on your part shall be deemed willful unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company;

(b) your commission of any dishonest or fraudulent act, or any other act or omission with respect to the Company, which has caused or may reasonably be expected to cause a material injury to the interest or business reputation of the Company and which act or omission is not refuted by you within thirty (30) business days after written notification thereof to you by MSCI;

(c) your plea of guilty or *nolo contendere* to or conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business; or

(d) your commission of a fraudulent act or participation in misconduct which leads to a material restatement of the Company’s financial statements.

A “Change in Control” shall be deemed to have occurred if any of the following conditions shall have been satisfied:

(a) any one person or more than one person acting as a group (as determined under Section 409A), other than (A) any employee plan established by MSCI or any of its Subsidiaries, (B) MSCI or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by stockholders of MSCI in substantially the same proportions as their ownership of MSCI, is or becomes, during any twelve-month period, the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person(s) any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 30% or more of the total voting power of the stock of MSCI, *provided* that the provisions of this subsection (a) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (c) below;

(b) a change in the composition of the Board such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board (the “Existing Board”) cease for any reason to constitute at least 50%

of the Board; *provided, however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by MSCI's stockholders, was approved by a vote of at least a majority of the directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; and *provided, further, however*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or "person" other than the Board, shall in any event be considered to be a member of the Existing Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with a merger or consolidation of the Company (or any direct or indirect Subsidiary of MSCI) pursuant to applicable stock exchange requirements; *provided* that immediately following such merger or consolidation the voting securities of MSCI outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such merger or consolidation or parent entity thereof) 50% or more of the total voting power of MSCI's stock (or if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided, further*, that a merger or consolidation effected to implement a recapitalization of MSCI (or similar transaction) in which no person (as determined under Section 409A) is or becomes the beneficial owner, directly or indirectly, of securities of MSCI (not including in the securities beneficially owned by such person any securities acquired directly from MSCI or its affiliates other than in connection with the acquisition by MSCI or its affiliates of a business) representing 50% or more of either the then-outstanding shares of MSCI's common stock or the combined voting power of MSCI's then-outstanding voting securities shall not be considered a Change in Control; or

(d) the sale or disposition by the Company of all or substantially all of the Company's assets in which any one person or more than one person acting as a group (as determined under Section 409A) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (1) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of MSCI's common stock immediately prior to such transaction or series of transactions continue to

have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (2) no event or circumstances described in any of clauses (a) through (d) above shall constitute a Change in Control unless such event or circumstances also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as defined in Section 409A and the regulations and guidance thereunder. In addition, no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any one person or more than one person acting as a group that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if you are part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control.

Terms used in the definition of a Change in Control shall be as defined or interpreted pursuant to Section 409A.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance thereunder.

"Committee" means the Compensation Committee of the Board, any successor committee thereto or any other committee of the Board appointed by the Board with the powers of the Committee under the Plan, or any subcommittee appointed by such Committee.

"Disability" means (a) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months or (b) you, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, are receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

"Fair Market Value" means, with respect to an exercised Share, the sale price at the time of exercise or, with respect to a cancelled Share, the closing market price on the date of cancellation.

"Governmental Employer" means a governmental department or agency, self-regulatory agency or other public service employer.

"Governmental Service Termination" means the termination of your employment with the Company as a result of accepting employment at a Governmental Employer and you provide MSCI with satisfactory evidence demonstrating that as a result of such new employment, the divestiture of your continued interest in MSCI equity awards or continued ownership in MSCI

common stock is reasonably necessary to avoid the violation of U.S. federal, state or local or foreign ethics law or conflicts of interest law applicable to you at such Governmental Employer.

“Legal Requirement” means any law, regulation, ruling, judicial decision, accounting standard, regulatory guidance or other legal requirement.

“Notice Requirements” means prior written notice of resignation of employment to MSCI of at least 180 days.

“Option Shares” means the number of Shares underlying the portion of your Options being exercised less the aggregate number of Shares, if any, withheld or disposed of (including any Shares disposed of in a cashless exercise) to pay the Exercise Price and tax or other withholding obligation arising upon such exercise.

“Proprietary Information” means any information that may have intrinsic value to the Company, the Company’s clients or other parties with which the Company has a relationship, or that may provide the Company with a competitive advantage, including, without limitation, any trade secrets, inventions (whether or not patentable); formulas; flow charts; computer programs, access codes or other systems of information; algorithms, technology and business processes; business, product, or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; and public information that becomes proprietary as a result of the Company’s compilation of that information for use in its business; *provided* that such Proprietary Information does not include any information which is available for use by the general public or is generally available for use within the relevant business or industry other than as a result of your action. Proprietary Information may be in any medium or form including, without limitation, physical documents, computer files or discs, videotapes, audiotapes, and oral communications.

“Subsidiary” means (a) a corporation or other entity with respect to which MSCI, directly or indirectly, has the power, whether through the ownership of voting securities, by contract or otherwise, to elect at least a majority of the members of such corporation’s board of directors or analogous governing body, or (b) any other corporation or other entity in which MSCI, directly or indirectly, has an equity or similar interest and which the Committee designates as a Subsidiary for purposes of the Plan.

**Designation of Beneficiary(ies) Under
MSCI Inc. 2007 Amended and Restated
Equity Incentive Compensation Plan**

This Designation of Beneficiary shall remain in effect with respect to all awards issued to me under any MSCI equity compensation plan, including any awards that may be issued to me after the date hereof, unless and until I modify or revoke it by submitting a later dated beneficiary designation. This Designation of Beneficiary supersedes all my prior beneficiary designations with respect to all my equity awards.

I hereby designate the following beneficiary(ies) to receive any survivor benefits with respect to all my equity awards:

Beneficiary(ies) Name(s)	Relationship	Percentage
(1)		
(2)		
(3)		
(4)		

Address(es) of Beneficiary(ies):

(1)
(2)
(3)
(4)

Contingent Beneficiary

Please also indicate any contingent beneficiary and to which beneficiary above such interest relates.

Beneficiary(ies) Name(s)	Relationship	Nature of Contingency

Address(es) of Contingent Beneficiary(ies):

Name: (please print)

Date:

Signature

Please sign and return this form to MSCI's Human Resources Department.

Subsidiaries of MSCI Inc.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Barra, LLC	Delaware
Investment Property Databank Limited	Illinois
Investor Force Holdings, Inc.	Delaware
RiskMetrics Group, LLC	Delaware
MSCI Australia Pty Limited	Australia
MSCI Barra Financial Information Consultancy (Shanghai) Limited	China
MSCI Hong Kong Management Limited	Hong Kong
MSCI Barra SA	Switzerland
MSCI Chile Limitada	Chile
MSCI ESG Research Inc.	Delaware
MSCI Canada Inc.	Canada
MSCI Services Private Limited	India
MSCI KFT	Hungary
MSCI Holdings LLC	Delaware
MSCI S. de R.L. de C.V.	Mexico
MSCI Scot 1 LP	Scotland

Subsidiaries of Barra, LLC

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Barra International, LLC	Delaware
Barra Japan K.K.	Japan
Financial Engineering Associates, Inc.	California

Subsidiaries of Barra International, LLC

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
BarraConsult, Ltda.	Brazil

Subsidiaries of RiskMetrics Group, LLC

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
RiskMetrics Group Holdings, LLC	Delaware

Subsidiaries of RiskMetrics Group Holdings, LLC

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
RiskMetrics Solutions, LLC	Delaware
Institutional Shareholder Services Inc.	Delaware

Subsidiaries of RiskMetrics Solutions, LLC

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Measurisk, LLC	Delaware
RiskMetrics (Singapore) Private Limited	Singapore

Subsidiaries of MSCI Scot 1 LP

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI GP I LLC	Delaware
MSCI Scot 2 LP	Scotland

Subsidiaries of MSCI Scot 2 LP

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI GP II LLC	Delaware
MSCI Cayman Limited	Cayman Islands

Subsidiaries of MSCI Cayman Limited

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI UK Holdings Limited	United Kingdom

Subsidiaries of MSCI UK Holdings Limited

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI Limited	United Kingdom
RiskMetrics (UK) Limited	United Kingdom

Subsidiaries of MSCI Limited

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
IPD Group Limited	United Kingdom

Subsidiaries of IPD Group Limited

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
IPD Norden AB	Sweden
IPD Trustee Limited	United Kingdom
KKIPD Japan	Japan
IPD Nederland B.V.	Netherlands
Investment Property Databank Proprietary Ltd.	Australia
IPD Investment Property Databank GMBH	Germany
Equity Property Databank Ltd.	United Kingdom
IPD France	France
Investment Property Databank Limited	United Kingdom
Investment Property Databank South Africa (Proprietary) Limited	South Africa

Subsidiaries of IPD Nederland B.V.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
AEDEX Colleges B.V.	Netherlands

Subsidiaries of Institutional Shareholder Services, Inc.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Institutional Shareholder Services Europe S.A.	Belgium
Institutional Shareholder Services Canada Corp.	Nova Scotia
Institutional Shareholder Services K.K.	Japan
Investor Responsibility Research Center, Inc.	Delaware
1 Corporate Governance Pty Ltd.	Australia
Research, Recommendations and Electronic Voting Ltd.	United Kingdom
Securities Class Action Services, LLC	Delaware
ISS Europe Limited	United Kingdom
ISS Corporate Services, Inc.	Delaware
RiskMetrics (Australia) Pty Ltd.	Australia
Institutional Shareholder Services India Private Limited	India
Institutional Shareholder Services (Singapore) Private Limited	Singapore

Subsidiaries of Institutional Shareholder Services Europe S.A.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Institutional Shareholder Services France	France

Subsidiaries of MSCI ESG Research Inc.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI ESG Research (France)	France
MSCI ESG Research (UK) Limited	United Kingdom
MSCI ESG Research (Australia) Pty Ltd.	Australia
KLD Research and Analytics, Inc.	Massachusetts

Subsidiaries of MSCI Hong Kong Management Limited

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
MSCI Hong Kong Limited	Hong Kong
MSCI Taiwan Limited	Taiwan

Subsidiaries of Investor Force Holdings, Inc.

<u>NAME</u>	<u>Jurisdiction of Incorporation/Organization</u>
Investor Force, Inc.	Delaware
Investor Force Securities, Inc.	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements No. 333-147540, No. 333-165888 and No. 333-167624 on Form S-8 and the Registration Statement No. 333-181533 on Form S-3 of our reports dated February 28, 2014, relating to the consolidated financial statements of MSCI Inc. (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K of MSCI Inc. for the year ended December 31, 2013.

/s/ Deloitte & Touche LLP
New York, New York
February 28, 2014

SECTION 302 CERTIFICATION

I, Henry A. Fernandez, certify that:

1. I have reviewed this Annual Report on Form 10-K of MSCI Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors or (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2014

/s/ Henry A. Fernandez

Henry A. Fernandez

Chairman, Chief Executive Officer and President
(Principal Executive Officer)

SECTION 302 CERTIFICATION

I, Robert Qutub, certify that:

1. I have reviewed this Annual Report on Form 10-K of MSCI Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors or (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2014

/s/ Robert Qutub
Robert Qutub
Chief Financial Officer
(Principal Financial Officer and
Authorized Signatory)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Henry A. Fernandez, Chairman, CEO and President of MSCI Inc. (the "Registrant") and Robert Qutub, the Chief Financial Officer of the Registrant, each hereby certifies that, to the best of his knowledge:

1. The Registrant's Annual Report on Form 10-K for the period ended December 31, 2013, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition of the Registrant at the end of the period covered by the Periodic Report and results of operations of the Registrant for the periods covered by the Periodic Report.

Date: February 28, 2014

/s/ Henry A. Fernandez

Henry A. Fernandez
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

/s/ Robert Qutub

Robert Qutub
Chief Financial Officer
(Principal Financial Officer and
Authorized Signatory)