UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2015

OR

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

For the transition period from __________ to __________

Commission file number 001-33812

MSCI INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware **(State of Incorporation)**	**13-4038723** **(I.R.S. Employer Identification Number)**
7 World Trade Center **250 Greenwich Street, 49th Floor** **New York, New York** **(Address of Principal Executive Offices)**	**10007** **(Zip Code)**

Registrant's telephone number, including area code: (212) 804-3900

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 whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

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 Exchange Act). Yes ☐ No ☒

As of April 22, 2015, there were 112,425,358 shares of the registrant's common stock, par value $0.01, outstanding.

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MSCI INC.
FORM 10-Q

FOR THE QUARTER ENDED MARCH 31, 2015

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AVAILABLE INFORMATION

MSCI Inc. files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). You may read and copy any document MSCI Inc. files with the SEC at the SEC's public reference room at 100 F Street, NE, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for information on the public reference room. The SEC maintains a website that contains annual, quarterly and current reports, proxy and information statements and other information that issuers (including MSCI Inc.) file electronically with the SEC. MSCI Inc.'s electronic SEC filings are available to the public at the SEC's website, *www.sec.gov*.

MSCI Inc.'s website is *www.msci.com*. You can access MSCI Inc.'s Investor Relations homepage at *http://ir.msci.com*. MSCI Inc. makes available free of charge, on or through its Investor Relations homepage, its proxy statements, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to those reports filed or furnished pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. MSCI Inc. also makes available, through its Investor Relations homepage, via a link to the SEC's website, statements of beneficial ownership of MSCI Inc.'s equity securities filed by its directors, officers, 5% or greater shareholders and others under Section 16 of the Exchange Act.

You can access information about MSCI Inc.'s corporate governance at *http://ir.msci.com/corporate-governance.cfm*, including copies of the following:

- Charters for MSCI Inc.'s Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee;
- Corporate Governance Policies;
- Procedures for Submission of Ethical Accounting Related Complaints; and
- Code of Ethics and Business Conduct.

MSCI Inc.'s Code of Ethics and Business Conduct applies to all directors, officers and employees, including its Chief Executive Officer and its Chief Financial Officer. MSCI Inc. will post any amendments to the Code of Ethics and Business Conduct and any waivers that are required to be disclosed by the rules of either the SEC or the New York Stock Exchange LLC on its website. You can request a copy of these documents, excluding exhibits, at no cost, by contacting Investor Relations, MSCI Inc., 7 World Trade Center, 250 Greenwich Street, 49th Floor, New York, NY 10007; (212) 804-1583. The information on MSCI Inc.'s website is not incorporated by reference into this report or any other report filed or furnished by us with the SEC.

FORWARD-LOOKING STATEMENTS

This report may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to future events or to future financial performance and involve known and unknown risks, uncertainties and other factors that may cause MSCI Inc.'s actual results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by these forward-looking statements. In some cases, you can identify forward-looking statements by the use of words such as "may," "could," "expect," "intend," "plan," "seek," "anticipate," "believe," "estimate," "predict," "potential," or "continue," or the negative of these terms or other comparable terminology. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors that are, in some cases, beyond MSCI Inc.'s control and that could materially affect actual results, levels of activity, performance or achievements.

Other factors that could materially affect actual results, levels of activity, performance or achievements can be found in MSCI Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on February 27, 2015 and as amended and filed with the SEC on March 2, 2015, and in quarterly reports on Form 10-Q and current reports on Form 8-K filed or furnished with the SEC. If any of these risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may vary significantly from what MSCI Inc. projected. Any forward-looking statement in this report reflects MSCI Inc.'s current views with respect to future events and is subject to these and other risks, uncertainties and assumptions relating to MSCI Inc.'s operations, results of operations, growth strategy and liquidity. MSCI Inc. assumes no obligation to publicly update or revise these forward-looking statements for any reason, whether as a result of new information, future events, or otherwise, except as required by law.

WEBSITE AND SOCIAL MEDIA DISCLOSURE

MSCI Inc. uses its website and corporate Twitter account (@MSCI_Inc) as channels of distribution of company information. The information MSCI Inc. posts through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following MSCI Inc.'s press releases, SEC filings and public conference calls and webcasts. In addition, you may automatically receive email alerts and other information about MSCI Inc. when you enroll your email address by visiting the "Email Alert Subscription" section of our Investor Relations homepage at *http://ir.msci.com/alerts.cfm?*. The contents of MSCI Inc.'s website and social media channels are not, however, incorporated by reference into this report or any other report filed or furnished by us with the SEC.

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PART I

Item 1. Condensed Consolidated Financial Statements

MSCI INC.
CONDENSED CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(in thousands, except per share and share data)

	As of March 31, 2015	As of December 31, 2014
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 537,751	$ 508,799
Accounts receivable (net of allowances of $822 and $857 at March 31, 2015 and December 31, 2014, respectively)	184,827	178,717
Deferred taxes	17,792	22,209
Prepaid income taxes	16,344	29,180
Prepaid and other assets	31,918	31,727
Total current assets	788,632	770,632
Property, equipment and leasehold improvements (net of accumulated depreciation and amortization of $99,230 and $92,808 at March 31, 2015 and December 31, 2014, respectively)	97,498	94,074
Goodwill	1,561,852	1,564,904
Intangible assets (net of accumulated amortization of $383,487 and $372,209 at March 31, 2015 and December 31, 2014, respectively)	417,610	433,628
Other non-current assets	30,935	30,937
Total assets	$2,896,527	$2,894,175
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,139	$ 2,835
Accrued compensation and related benefits	41,328	111,408
Other accrued liabilities	65,026	47,894
Deferred revenue	344,267	310,775
Total current liabilities	451,760	472,912
Long-term debt	800,000	800,000
Deferred taxes	136,793	137,838
Other non-current liabilities	52,274	50,592
Total liabilities	1,440,827	1,461,342
Commitments and Contingencies (see Note 7)		
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; 127,165,535 and 126,637,390 common shares issued and 112,408,627 and 112,072,469 common shares outstanding at March 31, 2015 and December 31, 2014, respectively)	1,272	1,266
Treasury shares, at cost (14,756,908 and 14,564,921 common shares held at March 31, 2015 and December 31, 2014, respectively)	(598,735)	(588,378)
Additional paid in capital	1,038,635	1,022,221
Retained earnings	1,046,098	1,022,695
Accumulated other comprehensive loss	(31,570)	(24,971)
Total shareholders' equity	1,455,700	1,432,833
Total liabilities and shareholders' equity	$2,896,527	$2,894,175

See Notes to Unaudited Condensed Consolidated Financial Statements

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MSCI INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
	(unaudited)	
Operating revenues	$262,769	$239,688
Operating expenses:		
Cost of services	82,653	75,427
Selling, general and administrative	72,465	67,658
Amortization of intangible assets	11,702	11,270
Depreciation and amortization of property, equipment and leasehold improvements	7,207	5,828
Total operating expenses	174,027	160,183
Operating income	88,742	79,505
Interest income	(204)	(156)
Interest expense	11,108	5,059
Other expense (income)	178	1,071
Other expense (income), net	11,082	5,974
Income from continuing operations before provision for income taxes	77,660	73,531
Provision for income taxes	28,036	26,385
Income from continuing operations	49,624	47,146
Income (loss) from discontinued operations, net of income taxes	(5,797)	33,253
Net income	$ 43,827	$ 80,399
Earnings per basic common share:		
Earnings per basic common share from continuing operations	$ 0.44	$ 0.40
Earnings per basic common share from discontinued operations	(0.05)	0.28
Earnings per basic common share	$ 0.39	$ 0.68
Earnings per diluted common share:		
Earnings per diluted common share from continuing operations	$ 0.44	$ 0.40
Earnings per diluted common share from discontinued operations	(0.05)	0.28
Earnings per diluted common share	$ 0.39	$ 0.68
Weighted average shares outstanding used in computing earnings per share:		
Basic	112,520	117,582
Diluted	113,522	118,597
Dividend declared per common share	$ 0.18	$ —

See Notes to Unaudited Condensed Consolidated Financial Statements

MSCI INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)

	Three Months Ended March 31,	
	2015	2014
	(unaudited)	
Net income	$43,827	$80,399
Other comprehensive (loss) income:		
Foreign currency translation adjustments	(6,590)	1,032
Income tax effect	(132)	(400)
Foreign currency translation adjustments, net	(6,722)	632
Pension and other post-retirement adjustments	174	(7)
Income tax effect	(51)	4
Pension and other post-retirement adjustments, net	123	(3)
Other comprehensive (loss) income, net of tax	(6,599)	629
Comprehensive income	$37,228	$81,028

See Notes to Unaudited Condensed Consolidated Financial Statements

MSCI INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
	(unaudited)	
Cash flows from operating activities		
Net income	$ 43,827	$ 80,399
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	11,702	14,010
Stock-based compensation expense	7,350	5,171
Depreciation and amortization of property, equipment and leasehold improvements	7,207	6,047
Amortization of debt origination fees	446	445
Deferred taxes	3,433	(26,271)
Amortization of discount on long-term debt	—	121
Excess tax benefits from share-based compensation	(2,990)	(1,174)
Other non-cash adjustments	3,700	(102)
Changes in assets and liabilities, net of assets and liabilities assumed:		
Accounts receivable	(7,181)	(38,879)
Prepaid income taxes	15,533	10,385
Prepaid and other assets	(517)	(618)
Accounts payable	(1,681)	349
Accrued compensation and related benefits	(63,351)	(68,646)
Other accrued liabilities	11,331	3,480
Deferred revenue	34,717	46,167
Other	3,157	(5,635)
Net cash provided by operating activities	66,683	25,249
Cash flows from investing activities		
Capital expenditures	(4,934)	(8,501)
Capitalized software development costs	(1,386)	(1,559)
Proceeds from the sale of capital equipment	—	7
Net cash used in investing activities	(6,320)	(10,053)
Cash flows from financing activities		
Repayment of long-term debt	—	(5,063)
Repurchase of treasury shares	(10,352)	(107,159)
Proceeds from exercise of stock options	632	1,710
Excess tax benefits from stock-based compensation	2,990	1,174
Payment of dividends	(20,406)	—
Net cash used in financing activities	(27,136)	(109,338)
Effect of exchange rate changes	(4,275)	566
Net increase (decrease) in cash and cash equivalents	28,952	(93,576)
Cash and cash equivalents, beginning of period	508,799	358,434
Less: Cash and cash equivalents attributed to discontinued operations	—	(4,408)
Cash and cash equivalents, end of period	$537,751	$ 260,450
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 161	$ 4,542
Cash paid for income taxes	$ 13,976	$ 21,131
Supplemental disclosure of non-cash investing activities:		
Property, equipment and leasehold improvements in other accrued liabilities	$ 12,970	$ 2,842

See Notes to Unaudited Condensed Consolidated Financial Statements

MSCI INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. INTRODUCTION AND BASIS OF PRESENTATION

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 multi-asset class market risk analytics 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 markets marketed under the Barra brand, its multi-asset class, market and credit risk analytics marketed under the RiskMetrics and Barra brands and its performance reporting products and services offered to the investment consultant community marketed under the InvestorForce brand.

On March 17, 2014, MSCI entered into a definitive agreement to sell Institutional Shareholder Services Inc. (“ISS”). As a result, the Company reported the operating results of ISS in “Income (loss) from discontinued operations, net of income taxes” in the Unaudited Condensed Consolidated Statements of Income for the three months ended March 31, 2015 and 2014. Unless otherwise indicated, the disclosures accompanying these unaudited condensed consolidated financial statements reflect the Company’s continuing operations.

The Company completed the sale of ISS on April 30, 2014. See Note 3, “Disposition and Discontinued Operations,” for further details.

Basis of Presentation and Use of Estimates

These unaudited condensed consolidated financial statements include the accounts of MSCI Inc. and its subsidiaries and include all adjustments of a normal, recurring nature necessary to present fairly the financial condition as of March 31, 2015 and December 31, 2014, the results of operations and comprehensive income for the three months ended March 31, 2015 and 2014 and cash flows for the three months ended March 31, 2015 and 2014. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in MSCI’s Annual Report on Form 10-K, as amended, for the year ended December 31, 2014. The unaudited condensed consolidated financial statement information as of December 31, 2014 has been derived from the 2014 audited consolidated financial statements. The results of operations for interim periods are not necessarily indicative of results for the entire year.

The Company’s unaudited condensed 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 unaudited condensed 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 unaudited condensed consolidated financial statements and related disclosures. The Company believes that estimates used in the preparation of these unaudited condensed consolidated financial statements are reasonable; however, actual results could differ materially from these estimates.

Intercompany balances and transactions are eliminated in consolidation.

Concentrations

For the three months ended March 31, 2015 and 2014, BlackRock, Inc. accounted for 10.1% and 10.4%, respectively, of the Company’s operating revenues.

2. RECENT ACCOUNTING STANDARDS UPDATES

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, *“Revenue from Contracts with Customers,”* or ASU 2014-09. The objective of ASU 2014-09 is to establish a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and will supersede most of the existing revenue recognition guidance, including industry-specific guidance. The core principle of ASU 2014-09 is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In applying the new guidance, an entity will (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the contract’s performance obligations; and (5) recognize revenue when, or as, the entity satisfies a performance obligation. On April 1, 2015, the FASB voted to propose a deferral of the effective date of the new revenue standard by one year, but to permit entities to adopt it one year earlier if they choose (that is, annual reporting periods beginning after December 15, 2016). The FASB has proposed to issue an Accounting Standards Update to defer the effective date such that the new date would be for annual reporting periods (including interim periods within those periods) beginning after December 15, 2017. Companies have the option of using either a full retrospective or modified approach to adopt ASU 2014-09. The Company is evaluating the potential impact that the update will have on its unaudited condensed consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-03, *"Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs,"* or ASU 2015-03. The objective of ASU 2015-03 is to simplify the presentation of debt issuance costs requiring that debt issuance costs related to a recognized debt liability be presented on the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Currently, debt issuance costs are recognized and presented as a deferred charge (that is, an asset). The new guidance is effective for annual reporting periods (including interim periods within those periods) beginning after December 15, 2015, with early adoption permitted for financial statements that have not been previously issued. The Company is evaluating the adoption of ASU 2015-03 but does not expect the adoption to have a material effect on its unaudited condensed consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-05, *"Intangibles – Goodwill and Other – Internal-Use Software,"* or ASU 2015-05. The amendments in this Update provide guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance will not change GAAP for a customer's accounting for service contracts. The new guidance is effective for annual reporting periods (including interim periods within those periods) beginning after December 15, 2015, with early adoption permitted. The Company is evaluating the adoption of ASU 2015-05 but does not expect the adoption to have a material effect on its unaudited condensed consolidated financial statements.

3. DISPOSITION AND DISCONTINUED OPERATIONS

On March 17, 2014, MSCI entered into a definitive agreement to sell ISS which was completed on April 30, 2014. The results of operations from ISS are reflected in "Income (loss) from discontinued operations, net of income taxes" in the Unaudited Condensed Consolidated Statements of Income.

ISS was classified as a discontinued operation during the three months ended March 31, 2014 at which time MSCI segregated the operating results of ISS in "Income (loss) from discontinued operations, net of income taxes" in the Unaudited Condensed Consolidated Statements of Income for the three months ended March 31, 2015 and 2014.

Amounts associated with discontinued operations reflected in the Unaudited Condensed Consolidated Statements of Income for the three months ended March 31, 2015 and 2014 are as follows:

	Three Months Ended March 31,	
	2015	**2014**
	(in thousands)	
Revenue from discontinued operations	$ —	$ 32,210
Income from discontinued operations before provision for income taxes	$ —	$ 6,217
Provision for (benefit from) income taxes	5,797	(27,036)
Income (loss) from discontinued operations, net of income taxes	$(5,797)	$ 33,253

The three months ended March 31, 2015 reflects the impact of an out-of-period income tax charge associated with tax obligations triggered upon the sale of ISS. The three months ended March 31, 2014 included a $30.6 million income tax benefit associated with establishing a net deferred tax asset on the difference between the ISS tax basis and book basis.

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 no stock options or restricted stock units excluded from the calculation of diluted EPS for the three months ended March 31, 2015 because of their anti-dilutive effect. There were 104,272 stock options excluded from the calculation of diluted EPS for the three months ended March 31, 2014 because of their anti-dilutive effect.

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:

	Three Months Ended	
	March 31, 2015	March 31, 2014
(in thousands, except per share data)		
Income from continuing operations, net of income taxes	$ 49,624	$ 47,146
Income (loss) from discontinued operations, net of income taxes	(5,797)	33,253
Net income	43,827	80,399
Less: Allocations of earnings to unvested restricted stock units(1)	(17)	(132)
Earnings available to MSCI common shareholders	$ 43,810	$ 80,267
Basic weighted average common shares outstanding	112,520	117,582
Effect of dilutive securities:		
Stock options and restricted stock units	1,002	1,015
Diluted weighted average common shares outstanding	113,522	118,597
Earnings per basic common share from continuing operations	$ 0.44	$ 0.40
Earnings per basic common share from discontinued operations	(0.05)	0.28
Earnings per basic common share	$ 0.39	$ 0.68
Earnings per diluted common share from continuing operations	$ 0.44	$ 0.40
Earnings per diluted common share from discontinued operations	(0.05)	0.28
Earnings per diluted common share	$ 0.39	$ 0.68

(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. PROPERTY, EQUIPMENT AND LEASEHOLD IMPROVEMENTS

Property, equipment and leasehold improvements at March 31, 2015 and December 31, 2014 consisted of the following:

Type	Estimated Useful Lives	As of March 31, 2015	As of December 31, 2014
		(in thousands)	
Computer & related equipment	3 to 5 years	$124,544	$ 118,537
Furniture & fixtures	7 years	9,431	9,569
Leasehold improvements	1 to 21 years	49,671	49,756
Work-in-process	—	13,082	9,020
Subtotal		196,728	186,882
Accumulated depreciation and amortization		(99,230)	(92,808)
Property, equipment and leasehold improvements, net		$ 97,498	$ 94,074

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Depreciation and amortization expense of property, equipment and leasehold improvements was $7.2 million and $5.8 million for the three months ended March 31, 2015 and 2014, respectively.

6. GOODWLL AND INTANGIBLE ASSETS

Goodwill

The Company carries goodwill as reflected in the table below:

	Goodwill
(in thousands)	
Goodwill at December 31, 2014	$1,564,904
Foreign exchange translation adjustment	(3,052)
Goodwill at March 31, 2015	$1,561,852

Intangible Assets

Amortization expense related to intangible assets for the three months ended March 31, 2015 and 2014 was $11.7 million and $11.3 million, respectively.

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

	Estimated Useful Lives	As of March 31, 2015	As of December 31, 2014
		(in thousands)	
Gross intangible assets:			
Customer relationships	5 to 21 years	$ 360,835	$ 360,835
Trademarks/trade names	5 to 21.5 years	223,382	223,382
Technology/software	3 to 8.5 years	191,677	193,681
Proprietary data	13 years	28,627	28,627
Covenant not to compete	2 years	900	900
Subtotal		805,421	807,425
Foreign exchange translation adjustment		(4,324)	(1,588)
Total gross intangible assets		$ 801,097	$ 805,837
Accumulated amortization:			
Customer relationships		$(125,121)	$ (119,058)
Trademarks/trade names		(84,534)	(81,545)
Technology/software		(169,097)	(167,083)
Proprietary data		(5,112)	(4,589)
Covenant not to compete		(300)	(187)
Subtotal		(384,164)	(372,462)
Foreign exchange translation adjustment		677	253
Total accumulated amortization		$(383,487)	$ (372,209)
Net intangible assets:			
Customer relationships		$ 235,714	$ 241,777
Trademarks/trade names		138,848	141,837

Technology/software	22,580	26,598
Proprietary data	23,515	24,038
Covenant not to compete	600	713
Subtotal	421,257	434,963
Foreign exchange translation adjustment	(3,647)	(1,335)
Total net intangible assets	$417,610	$433,628

The estimated amortization expense for the remainder of 2015 and succeeding years is presented below:

Years Ending December 31,	Amortization Expense (in thousands)
Remainder 2015	$ 35,020
2016	46,279
2017	41,013
2018	37,970
2019	36,609
Thereafter	220,719
Total	$ 417,610

7. 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 three months ended March 31, 2015 and 2014 was $6.8 million and $6.3 million, respectively.

Return of capital. 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").

Prior to 2014, the Company repurchased an aggregate of $200.0 million worth of shares through multiple accelerated share repurchase ("ASR") agreements under the 2012 Repurchase Program. On February 6, 2014, MSCI utilized the remaining $100.0 million repurchase authorization provided by the 2012 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 (the "2014 Repurchase Program"). On September 17, 2014, the Board of Directors increased the approval under the 2014 Repurchase Program from $300.0 million to $850.0 million. Share repurchases made pursuant to the 2014 Repurchase Program may take place through December 31, 2016 in the open market or in privately negotiated transactions from time to time based on market and other conditions. This authorization may be modified, suspended, terminated or extended by the Board of Directors at any time without prior notice.

On September 18, 2014, as part of the 2014 Repurchase Program, the Company entered into an ASR agreement to initiate share repurchases aggregating $300.0 million (the "September 2014 ASR Agreement"). On September 19, 2014, the Company paid $300.0 million in cash and received approximately 4.5 million shares of MSCI's common stock under the September 2014 ASR Agreement. The total number of shares to be repurchased will be based primarily on an arithmetic average of the volume-weighted average prices of MSCI's common stock on each trading day during the repurchase period. This average price will be capped such that only under limited circumstances will MSCI be required to deliver shares or pay cash at settlement. The Company may also receive additional shares at or prior to maturity of the September 2014 ASR Agreement in May 2015.

The $300.0 million payment for the September 2014 ASR Program was initially split and recorded as a $210.0 million increase to "Treasury stock" and a $90.0 million decrease to "Additional paid in capital" on the Company's Consolidated Statement of Financial Condition to reflect the initial estimate of the value of shares received.

Since the introduction of the initial 2012 Repurchase Program, the Company has paid $600.0 million and has received an aggregate of approximately 12.3 million shares under the programs.

On September 17, 2014, the Board of Directors approved a plan to initiate a regular quarterly cash dividend. We expect the initial annual dividend rate to be $0.72 per share. Subsequent to the initial approval of the regular quarterly cash dividend, the Board of Directors has since approved two quarterly dividend payments of $0.18 per share of common stock.

Long-term debt. On November 20, 2014, the Company completed its private offering of $800.0 million in aggregate principal amount of 5.25% senior unsecured notes due 2024 (the "Senior Notes") and also entered into a $200.0 million senior unsecured revolving credit agreement (the "2014 Revolving Credit Agreement") by and among the Company, as borrower, certain of its subsidiaries, as guarantors (the "subsidiary guarantors"), the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent. The Company used the net proceeds from the offering of the Senior Notes, together with cash on hand, to prepay in full its then outstanding term loan indebtedness of $794.8 million, which bore interest at LIBOR plus a margin of 2.25%.

The Senior Notes are scheduled to mature and be paid in full on November 20, 2024. At any time prior to November 15, 2019, the Company may redeem all or part of the Senior Notes upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a make-whole premium as of the date of redemption, plus (iii) accrued and unpaid interest and additional interest, if any, thereon, to the date of redemption. In addition, the Company may redeem all or part of the Senior Notes, together with accrued and unpaid interest, on or after November 15, 2019, at redemption prices set forth in the Indenture dated as of November 20, 2014, among the Company, the subsidiary guarantors and Wells Fargo Bank, National Association, as trustee. At any time prior to November 15, 2017, the Company may use the proceeds of certain equity offerings to redeem up to 35% of the aggregate principal amount of the Senior Notes, including any permitted additional notes, at a redemption price equal to 105.25% of the principal amount.

The 2014 Revolving Credit Agreement has an initial term of five years that may be extended, at the Company's request, for two additional one year terms.

Interest on the Senior Notes accrues at a fixed rate of 5.25% per annum and is payable semiannually in arrears on May 15 and November 15 of each year, commencing May 15, 2015. The Company will make interest payments to holders of record of the Senior Notes on the immediately preceding May 1 and November 1.

Long-term debt was $800.0 million at both March 31, 2015 and December 31, 2014.

In connection with the closing of the Senior Notes offering and entering into the 2014 Revolving Credit Agreement, the Company paid certain fees which, together with the existing fees related to prior credit facilities, are being amortized over the life of the Senior Notes and the 2014 Revolving Credit Agreement. At March 31, 2015, $14.2 million of the deferred financing fees remain unamortized, $1.8 million of which is included in "Prepaid and other assets" and $12.4 million of which is included in "Other non-current assets" on the Unaudited Condensed Consolidated Statement of Financial Condition.

The Company amortized $0.4 million of deferred financing fees in interest expense during each of the three months ended March 31, 2015 and 2014. Approximately $0.1 million of debt discount was amortized in interest expense during the three months ended March 31, 2014. There was no debt discount outstanding as of March 31, 2015.

At March 31, 2015 and December 31, 2014, the fair market value of the Company's debt obligations was $828.0 million and $831.0 million, respectively. The fair market value is determined in accordance with accounting standards related to the determination of fair value and represents Level 2 valuations, which are 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. 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.

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.

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.

Non-designated Hedges of Foreign Exchange Risk. Derivatives not designated as hedges are not speculative and are used to manage the Company's economic 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 March 31, 2015, the Company had outstanding foreign currency forwards with a notional amount of $32.2 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 Unaudited Condensed Consolidated Statements of Financial Condition:

(in thousands)	Unaudited Condensed Consolidated Statements of Financial Condition Location	As of March 31, 2015	As of December 31, 2014
Non-designated hedging instruments:			
Asset derivatives:			
Foreign exchange contracts	Prepaid and other assets	$ 602	—
Liability derivatives:			
Foreign exchange contracts	Other accrued liabilities	$ (57)	$ (243)

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.

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

Derivatives Not Designated as Hedging Instruments (in thousands)	Location of Gain or (Loss) Recognized in Income on Derivatives	Amount of Gain or (Loss) Recognized in Income on Derivatives for the Three Months Ended March 31,	
		2015	2014
Foreign exchange contracts	Other expense & income	$ 1,412	$ 160

8. INCOME TAXES

The Company's provision for income taxes was $28.0 million and $26.4 million for the three months ended March 31, 2015 and 2014, respectively. These amounts reflect effective tax rates of 36.1% and 35.9% for the three months ended March 31, 2015 and 2014, respectively.

The Company is under examination by the Internal Revenue Service and other tax authorities in certain jurisdictions, including foreign jurisdictions, such as India, and states in which the Company has significant business operations, such as New York. The tax years currently under examination vary by jurisdiction but include years ranging from 2005 through 2014. As a result of having previously been a member of the Morgan Stanley consolidated group, 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 to the New York State and New York City examination. 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 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 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.

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9. 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 and reports as a single business segment.

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:

Revenues	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
	(in thousands)	
Americas:		
United States	$125,616	$110,832
Other	9,855	9,427
Total Americas	135,471	120,259
EMEA:		
United Kingdom	40,241	37,476
Other	54,929	51,128
Total EMEA	95,170	88,604
Asia & Australia:		
Japan	11,602	11,960
Other	20,526	18,865
Total Asia & Australia	32,128	30,825
Total	$262,769	$239,688

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:

Long-lived assets	As of March 31, 2015	As of December 31, 2014
	(in thousands)	
Americas:		
United States	$1,936,158	$1,944,433
Other	3,019	3,293
Total Americas	1,939,177	1,947,726
EMEA:		
United Kingdom	114,044	120,781
Other	12,521	13,345
Total EMEA	126,565	134,126
Asia & Australia:		
Japan	771	837
Other	10,447	9,917
Total Asia & Australia	11,218	10,754
Total	$2,076,960	$2,092,606

10. SUBSEQUENT EVENTS

On April 29, 2015, the Board of Directors declared a cash dividend of $0.18 per share for second quarter 2015. The second quarter 2015 dividend is payable on May 29, 2015 to shareholders of record as of the close of trading on May 15, 2015.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of MSCI Inc.

We have reviewed the accompanying condensed consolidated statement of financial condition of MSCI Inc. and its subsidiaries as of March 31, 2015, and the related condensed consolidated statements of income and of comprehensive income for the three-month periods ended March 31, 2015 and March 31, 2014 and the condensed consolidated statements of cash flows for the three-month periods ended March 31, 2015 and March 31, 2014. These interim financial statements are the responsibility of the Company's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

We previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated statement of financial condition as of December 31, 2014, and the related consolidated statements of income and of comprehensive income, and of shareholder's equity and of cash flows for the year then ended (not presented herein), and in our report dated February 27, 2015, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet information as of December 31, 2014 is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

Based on our review, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

/s/ PricewaterhouseCoopers LLP

May 1, 2015

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this Form 10-Q and in our Annual Report on Form 10-K, as amended, for the fiscal year ended December 31, 2014 (the "Form 10-K"). This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in "Item 1A.—Risk Factors," in the Form 10-K.

Overview

For more than 40 years, our research-based models and methodologies have helped the world's leading investors build and manage better portfolios. We believe clients rely on our products and services for deeper insights into the drivers of performance and risk in their portfolios, broad asset class coverage and innovative research and can use our products to help design and implement their investment strategies. Our line of products and services includes indexes, analytical tools, data, real estate benchmarks and environmental, social and governance ("ESG") research. We serve 98 of the top 100 global asset managers, according to the most recent P&I ranking. 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; and financial intermediaries, such as banks, broker-dealers, exchanges, custodians and investment consultants. As of March 31, 2015, we had approximately 6,700 clients across 83 countries. We had offices in 37 cities in 23 countries to help serve our diverse client base, with 51.6% of our revenues coming from clients in the Americas, 36.2% in Europe, the Middle East and Africa ("EMEA") and 12.2% in Asia and Australia.

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. Additionally, our recurring subscriptions include 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 Unaudited Condensed Consolidated Statement of Financial Condition and are recognized on our Unaudited Condensed Consolidated Statement of Income as the service is rendered. Additionally, a portion of our revenues comes 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. In addition, we generate revenues from subscription agreements for the receipt of periodic benchmarks reports, digests and other publications, which are most often associated with our real estate products 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 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, in recent years we have significantly invested in and expanded 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 research and our data operations and technology functions (the "Enhanced Investment Program").

The purpose of this Enhanced Investment Program was to maximize our medium-term revenue and operating income growth, while at the same time ensuring that MSCI would remain a leading provider of investment decision support tools into the future. As a result, the rate of growth of our investments had, in recent years, exceeded that of our revenues, which had slowed the growth of, or even reduced, our operating profit. For example, for the year ended December 31, 2014, our revenues grew by 9.1% but our operating income decreased by 0.9% compared to the year ended December 31, 2013 due, in part, to increased investment in our business. We have completed our Enhanced Investment Program and have achieved operating margin expansion in first quarter 2015. We expect margin expansion to continue throughout 2015, exclusive of any non-recurring charges we may incur.

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Factors Affecting the Comparability of Results

Share 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 February 6, 2014, MSCI utilized the remaining $100.0 million repurchase authorization provided by the 2012 Repurchase Program.

On February 4, 2014, our Board of Directors approved a stock repurchase program authorizing the purchase of up to $300.0 million worth of shares of our common stock, which was subsequently increased to $850.0 million (the "2014 Repurchase Program"). Share repurchases made pursuant to the 2014 Repurchase Program may take place through December 31, 2016 in the open market or in privately negotiated transactions from time to time based on market and other conditions.

On September 18, 2014, as part of the 2014 Repurchase Program, the Company entered into an ASR agreement to initiate share repurchases aggregating $300.0 million (the "September 2014 ASR Agreement"). On September 19, 2014, we paid $300.0 million in cash and received approximately 4.5 million shares of MSCI's common stock. The total number of shares to be repurchased will be based primarily on an arithmetic average of the volume-weighted average prices of our common stock on each trading day during the repurchase period. This average price will be capped such that only under limited circumstances will we be required to deliver shares or pay cash at settlement. We may also receive additional shares at or prior to maturity of the September 2014 ASR Agreement in May 2015.

Since the introduction of the initial 2012 Repurchase Program, the Company has paid $600.0 million and has received an aggregate of approximately 12.3 million shares under the programs.

These share repurchase programs have effectively decreased the weighted average shares used in calculating our basic and diluted earnings per share.

The discussion of our results of operations for the three months ended March 31, 2015 and 2014 are presented below. The results of operations for interim periods may not be indicative of future results.

Results of Operations

Three Months Ended March 31, 2015 Compared to the Three Months Ended March 31, 2014

The following table presents the results of operations for the periods indicated:

	Three Months Ended March 31,			
	2015	2014	Increase/(Decrease)	
	(in thousands, except per share data)			
Operating revenues	$262,769	$239,688	$ 23,081	9.6%
Operating expenses:				
Cost of services	82,653	75,427	7,226	9.6%
Selling, general and administrative	72,465	67,658	4,807	7.1%
Amortization of intangible assets	11,702	11,270	432	3.8%
Depreciation and amortization of property, equipment and leasehold improvements	7,207	5,828	1,379	23.7%
Total operating expenses	174,027	160,183	13,844	8.6%
Operating income	88,742	79,505	9,237	11.6%
Other expense (income), net	11,082	5,974	5,108	85.5%
Income from continuing operations before provision for income taxes	77,660	73,531	4,129	5.6%
Provision for income taxes	28,036	26,385	1,651	6.3%
Income from continuing operations	49,624	47,146	2,478	5.3%
Income (loss) from discontinued operations, net of income taxes	(5,797)	33,253	(39,050)	(117.4%)
Net income	$ 43,827	$ 80,399	$(36,572)	(45.5%)
Earnings per basic common share:				
From continuing operations	$ 0.44	$ 0.40	$ 0.04	10.0%
From discontinued operations	(0.05)	0.28	(0.33)	(117.9%)
Earnings per basic common share	$ 0.39	$ 0.68	$ (0.29)	(42.6%)
Earnings per diluted common share:				
From continuing operations	$ 0.44	$ 0.40	$ 0.04	10.0%
From discontinued operations	(0.05)	0.28	(0.33)	(117.9%)
Earnings per diluted common share	$ 0.39	$ 0.68	$ (0.29)	(42.6%)
Operating margin	33.8%	33.2%		

Operating Revenues

Our revenues are grouped into the following two product categories:

- Performance products, consisting of index, real estate and ESG products
- Analytics products, consisting of risk management analytics and portfolio management analytics

The following table summarizes operating revenues by product category for the periods indicated:

	Three Months Ended March 31,			
	2015	2014	Increase/(Decrease)	
	(in thousands)			
Performance products:				
Subscriptions	$110,044	$ 97,343	$12,701	13.0%
Asset-based fees	45,880	40,900	4,980	12.2%
Total performance products	155,924	138,243	17,681	12.8%
Analytics products:				
Risk management analytics	80,476	75,580	4,896	6.5%
Portfolio management analytics	26,369	25,865	504	1.9%
Total analytics products	106,845	101,445	5,400	5.3%
Total operating revenues	$262,769	$239,688	$23,081	9.6%
Recurring subscriptions	$212,286	$194,972	$17,314	8.9%
Asset-based fees	45,880	40,900	4,980	12.2%
Non-recurring subscription revenue	4,603	3,816	787	20.6%
Total operating revenues	$262,769	$239,688	$23,081	9.6%

Our performance products primarily consist of equity and real estate index subscriptions, equity index asset-based fees products and real estate and ESG products. Our performance products are used for performance benchmarking and attribution, index-linked investment product creation, the assessment of corporate management of ESG risks and opportunities, investment manager selection and investment research. We derive revenues from our performance products through index data and ESG subscriptions, fees based on assets in investment products linked to our indexes and non-recurring licenses of our historical index data. We also generate a limited amount of revenues based on the trading volume of futures and options contracts linked to our indexes. Revenues related to performance products increased $17.7 million, or 12.8%, to $155.9 million for the three months ended March 31, 2015 compared to $138.2 million for the three months ended March 31, 2014.

Subscription revenues from the performance products were up 13.0% to $110.0 million for the three months ended March 31, 2015 compared to $97.3 million for the three months ended March 31, 2014. Excluding the impact of the acquisition of GMI Ratings, subscription revenues grew by 11.2%. The increase was primarily driven by growth in revenues from equity index benchmark and ESG products.

Asset-based fee revenues attributable to performance products increased $5.0 million, or 12.2%, to $45.9 million for the three months ended March 31, 2015 compared to $40.9 million for the three months ended March 31, 2014. The increase was primarily driven by an increase of $61.7 billion, or 18.7%, in the average value of assets under management ("AUM") in ETFs linked to MSCI indexes. Higher trading volumes in futures and options contracts based on MSCI indexes and growth in assets from non-ETF passive funds also contributed to the increase.

As of March 31, 2015, the value of assets in ETFs linked to MSCI equity indexes was $418.0 billion, up $77.2 billion, or 22.7%, from $340.8 billion as of March 31, 2014. Of the $418.0 billion of assets in ETFs linked to MSCI equity indexes as of March 31, 2015, 54.4% were linked to indexes related to developed markets outside of the U.S., 21.1% were linked to emerging market indexes, 19.3% were linked to U.S. market indexes and 5.2% 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 end of each of the periods indicated:

	Period Ended				
(in billions)	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015
AUM in ETFs linked to MSCI Indexes	$ 340.8	$ 378.7	$ 377.9	$ 373.3	$ 418.0
Sequential Change in Value					
Market Appreciation/(Depreciation)	$ 1.3	$ 15.2	$ (17.2)	$ (8.3)	$ 13.0
Cash Inflow/(Outflow)	6.6	22.7	16.4	3.7	31.7
Total Change	$ 7.9	$ 37.9	$ (0.8)	$ (4.6)	$ 44.7

Source: Bloomberg and MSCI

The following table sets forth the average value of assets in ETFs linked to MSCI indexes for the periods indicated:

	Quarterly Average				
	2014				2015
(in billions)	March	June	September	December	March
AUM in ETFs linked to MSCI Indexes	$330.8	$359.6	$ 385.9	$ 373.6	$392.5

Source: Bloomberg and MSCI

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 Quarterly Report on Form 10-Q or any other report filed by us with the SEC.

Our analytics products, which consist of risk management analytics and portfolio management analytics products, increased $5.4 million, or 5.3%, to $106.8 million for the three months ended March 31, 2015 compared to $101.4 million for the three months ended March 31, 2014.

Our risk management analytics products offer risk and performance assessment frameworks for managing and monitoring investments in organizations globally. These products allow clients to analyze investments in a variety of asset classes and are based on our proprietary integrated fundamental multi-factor risk models, value-at-risk methodologies, performance attribution frameworks and asset valuation models. We also offer products for monitoring, analyzing and reporting on institutional assets. Additionally, we provide products consisting of software applications which help users value, model and hedge physical assets and derivatives across a number of market segments including energy and commodity assets.

Revenues related to risk management analytics products increased $4.9 million, or 6.5%, to $80.5 million for the three months ended March 31, 2015 compared to $75.6 million for the three months ended March 31, 2014. The increase in risk management analytics revenues was due to higher revenues from our RiskManager, BarraOne, HedgePlatform and InvestorForce products.

Our portfolio management analytics products consist primarily of equity portfolio analytics tools. Revenues related to portfolio management analytics products increased 1.9% to $26.4 million for the three months ended March 31, 2015 compared to $25.9 million for the three months ended March 31, 2014. The increase was driven by sales of new equity models.

Run Rate

At the end of any period, we generally have subscription and investment product license agreements in place for a large portion of total revenues for the following 12 months. We measure the fees related to these agreements and refer to this as "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 then 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 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, including foreign currency exchange rates, 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, including timing of implementation and report deliveries;
- fluctuations in foreign exchange rates; and
- the impact of acquisitions and dispositions.

The following table sets forth the Run Rates as of the dates indicated and the growth percentages over the periods indicated:

	As of			Year-Over-Year Comparison	Sequential Comparison
	March 31, 2015	March 31, 2014	December 31, 2014		
	(in thousands)				
Run Rates					
Performance products					
Subscription	$ 422,581	$382,383	$ 414,490	10.5%	2.0%
Asset-based fees	190,581	161,882	174,558	17.7%	9.2%
Performance products total	613,162	544,265	589,048	12.7%	4.1%
Analytics products					
Risk management analytics	309,284	307,460	310,339	0.6%	(0.3%)
Portfolio management analytics	108,364	103,531	107,338	4.7%	1.0%
Analytics products total	417,648	410,991	417,677	1.6%	—%
Total Run Rate	$1,030,810	$955,256	$1,006,725	7.9%	2.4%
Subscription total	$ 840,229	$793,374	$ 832,167	5.9%	1.0%
Asset-based fees total	190,581	161,882	174,558	17.7%	9.2%
Total Run Rate	$1,030,810	$955,256	$1,006,725	7.9%	2.4%

Total Run Rate grew by 7.9% to $1,030.8 million as of March 31, 2015 compared to $955.3 million as of March 31, 2014. Subscription Run Rate grew by $46.9 million, or 5.9%, to $840.2 million as of March 31, 2015 compared to March 31, 2014. Excluding the impact of foreign currency exchange rate fluctuations and the acquisition of GMI Ratings, subscription Run Rate grew by 8.1%.

Total Run Rate from performance products grew by 12.7% to $613.2 million at March 31, 2015 compared to $544.3 million at March 31, 2014.

Subscription Run Rate from performance products grew by $40.2 million, or 10.5%, to $422.6 million at March 31, 2015 from $382.4 million at March 31, 2014. Excluding the impact of foreign currency exchange rate changes and the acquisition of GMI Ratings, subscription Run Rate rose 10.9%. The growth in performance products subscription Run Rate was driven primarily by growth in equity index benchmark and data products, in addition to strong growth in ESG products.

Asset-based fee Run Rate from performance products increased by $28.7 million, or 17.7%, to $190.6 million at March 31, 2015, from $161.9 million at March 31, 2014. The increase was primarily driven by higher inflows into ETFs linked to MSCI indexes and non-ETF passive funds as well as higher trading volumes in futures and options contracts based on MSCI indexes.

As of March 31, 2015, AUM in ETFs linked to MSCI indexes were $418.0 billion, up $77.2 billion, or 22.7%, from March 31, 2014. The increase in AUM for MSCI-linked ETFs consisted of market increases of $2.7 billion and net inflows of $74.5 billion.

Our total Run Rate from analytics products increased 1.6% to $417.6 million for the three months ended March 31, 2015 compared to $411.0 million for the three months ended March 31, 2014.

Risk management analytics products Run Rate increased $1.8 million, or 0.6%, to $309.3 million at March 31, 2015 compared to $307.5 million at March 31, 2014. Excluding the impact of foreign currency rate changes, Run Rate increased 5.1%, driven by growth from sales of our RiskManager, HedgePlatform and InvestorForce products.

Portfolio management analytics products Run Rate increased 4.7% to $108.4 million at March 31, 2015 from $103.5 million at March 31, 2014. Excluding the impact of foreign currency rate changes, Run Rate increased 7.2%, driven by growth from sales of new equity models.

Aggregate and Core Retention Rates

The following table sets forth our Aggregate Retention Rates by product category for the indicated three months ended:

	March 31, 2015	March 31, 2014
Performance products	95.9%	94.9%
Analytics products		
Risk management analytics	93.1%	91.0%
Portfolio management analytics	92.2%	90.6%
Analytics products total	92.9%	90.9%
Total	94.4%	92.8%

The following table sets forth our Core Retention Rates by product category for the indicated three months ended:

	March 31, 2015	March 31, 2014
Performance products	95.9%	94.9%
Analytics products		
Risk management analytics	93.1%	91.0%
Portfolio management analytics	92.2%	93.4%
Analytics products total	92.9%	91.6%
Total	94.4%	93.2%

The Aggregate Retention Rates for a period are calculated by annualizing the cancellations for which we have received a notice of termination or for which we believe there is an intention to not renew during the period and we believe that such notice or intention evidences the client's final decision to terminate or not renew the applicable 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 Aggregate Retention Rate for the period. The Aggregate Retention Rate is computed on a product-by-product basis. Therefore, if a client reduces the number of products to which it subscribes or switches between our products, we treat it as a cancellation. In addition, we treat any reduction in fees resulting from renegotiated contracts as a cancellation in the calculation to the extent of the reduction.

For the calculation of the Core Retention Rate, the same methodology is used except the cancellations in the period are reduced by the amount of product swaps. 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.

In our businesses, Aggregate and Core Retention Rates are generally higher during the first three fiscal quarters and lower in the fourth fiscal quarter.

Operating Expenses

We group our operating expenses into four categories:

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

In both the cost of services and SG&A expense categories, compensation and benefits represent the majority of our expenses. Other costs associated with the number of employees such as office space and professional services are included in both the cost of services and SG&A expense categories and are consistent with the allocation of employees to those respective areas.

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

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014	Increase/(Decrease)	
	(in thousands)			
Cost of services:				
Compensation and benefits	$ 65,261	$ 56,282	$ 8,979	16.0%
Non-compensation expenses	17,392	19,145	(1,753)	(9.2%)
Total cost of services	82,653	75,427	7,226	9.6%
Selling, general and administrative:				
Compensation and benefits	50,210	46,133	4,077	8.8%
Non-compensation expenses	22,255	21,525	730	3.4%
Total selling, general and administrative	72,465	67,658	4,807	7.1%
Amortization of intangible assets	11,702	11,270	432	3.8%
Depreciation and amortization of property, equipment and leasehold improvements	7,207	5,828	1,379	23.7%
Total operating expenses	$174,027	$160,183	$13,844	8.6%
Compensation and benefits	$115,471	$102,415	$13,056	12.7%
Non-compensation expenses	39,647	40,670	(1,023)	(2.5%)
Amortization of intangible assets	11,702	11,270	432	3.8%
Depreciation and amortization of property, equipment and leasehold improvements	7,207	5,828	1,379	23.7%
Total operating expenses	$174,027	$160,183	$13,844	8.6%

Operating expenses were $174.0 million for the three months ended March 31, 2015, an increase of $13.8 million, or 8.6%, compared to $160.2 million for the three months ended March 31, 2014. The increase included a non-cash charge of $3.4 million attributable to the termination of a technology project related to the analytics products.

Compensation and benefits expenses represent the majority of our expenses across all of our operating functions and typically have represented more than 60% of 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 from increased hiring. We had 2,889 and 2,623 employees as of March 31, 2015 and 2014, respectively, primarily driven by increased staffing levels. 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.

During the three months ended March 31, 2015, compensation and benefits costs were $115.5 million, an increase of 12.7% compared to $102.4 million for the three months ended March 31, 2014. The increase in compensation and benefits costs was driven by a 10.1% increase in headcount across several areas, including technology, client coverage and product management, as well as a non-cash charge of $2.9 million attributable to the termination of a technology project related to our analytics products.

Non-compensation expenses for the three months ended March 31, 2015 decreased $1.0 million, or 2.5%, to $39.6 million compared to $40.7 million for the three months ended March 31, 2014. The decrease was associated with decreased travel and entertainment costs, marketing and recruiting, market data fees and other costs. The decrease in costs was partially offset by an increase in costs related to information technology and professional services as well as a non-cash charge of $0.5 million attributable to the termination of a technology project related to our analytics products.

Cost of Services

Cost of services includes costs related to our research, data management and production, software engineering and product management functions. Costs in these areas include staff compensation and benefits, occupancy costs, market data fees and information technology services. Compensation and benefits generally contribute to a majority of our expense increases from period to period, reflecting increases for existing staff and increased staffing levels. For the three months ended March 31, 2015, total cost of services increased 9.6% to $82.7 million compared to $75.4 million for the three months ended March 31, 2014. The three-month period ended March 31, 2015 includes a non-cash charge of $3.4 million related to the termination of a technology project in analytics products.

Compensation and benefits expenses for the three months ended March 31, 2015 increased $9.0 million, or 16.0%, to $65.3 million compared to $56.3 million for the three months ended March 31, 2014. The increase in compensation and benefits expenses was primarily impacted by increased costs related to current staff and increased staffing levels as well as a non-cash charge of $2.9 million related to the termination of a technology project in analytics products.

Non-compensation expenses for the three months ended March 31, 2015 decreased 9.2% to $17.4 million compared to $19.1 million for the three months ended March 31, 2014. The decrease was primarily driven by lower costs related to marketing and recruiting, travel and entertainment, market data fees and other costs, as well as a non-cash charge of $0.5 million attributable to the termination of a technology project related to our analytics products.

Selling, General and Administrative

SG&A includes expenses for our sales and marketing staff and our finance, human resources, legal and compliance, information technology infrastructure and corporate administration personnel. As with cost of services, the largest expense in this category relates to compensation and benefits. Other significant expenses are for occupancy costs, third-party professional fees and information technology costs. For the three months ended March 31, 2015, SG&A increased 7.1% to $72.5 million compared to $67.7 million for the three months ended March 31, 2014.

Compensation and benefits expenses increased 8.8% to $50.2 million for the three months ended March 31, 2015 compared to $46.1 million for the three months ended March 31, 2014. Similar to compensation and benefits expenses in cost of services, the increase was primarily impacted by increased costs related to current staff and increased staffing levels.

Non-compensation expenses for the three months ended March 31, 2015 increased 3.4% to $22.3 million compared to $21.5 million for the three months ended March 31, 2014. The increase was primarily driven by higher costs related to information technology, professional services and other expenses. The increase in costs was partially offset by a decrease in costs related to travel and entertainment and recruiting, among other items.

Amortization of Intangible Assets

Amortization of intangible assets expense totaled $11.7 million and $11.3 million for the three months ended March 31, 2015 and 2014, respectively.

Depreciation and Amortization of Property, Equipment and Leasehold Improvements

Depreciation and amortization of property, equipment and leasehold improvements totaled $7.2 million and $5.8 million for the three months ended March 31, 2015 and 2014, respectively. The increase was related to higher depreciation associated with continued investment in information technology infrastructure.

Other Expense (Income), Net

Other expense (income), net for the three months ended March 31, 2015 was $11.1 million, an increase of $5.1 million compared to $6.0 million for the three months ended March 31, 2014, primarily driven by higher interest expense resulting from higher interest rates resulting from the notes offering.

Income Taxes

The provision for income tax expense increased 6.3% to $28.0 million for the three months ended March 31, 2015 compared to $26.4 million for the three months ended March 31, 2014. These amounts reflect effective tax rates of 36.1% and 35.9% for the three months ended March 31, 2015 and 2014, respectively. The increase is primarily due to higher income generated in higher tax jurisdictions.

Income (Loss) from Discontinued Operations, Net of Income Taxes

Loss from discontinued operations, net of income taxes, for the three months ended March 31, 2015 reflects the impact of a $5.8 million out-of-period income tax charge associated with tax obligations triggered upon the sale of ISS. For the three months ended March 31, 2014, income from discontinued operations, net of income taxes, was $33.3 million. The three months ended March 31, 2014 included a $30.6 million income tax benefit associated with establishing a net deferred tax asset on the difference between the ISS tax basis and book basis. This net deferred tax asset was realized in the subsequent quarter upon the closing of the sale on April 30, 2014.

Critical Accounting Policies and Estimates

We describe our significant accounting policies in Note 1, “Introduction and Basis of Presentation,” of the Notes to Consolidated Financial Statements included in our Form 10-K for the fiscal year ended December 31, 2014 and also in Note 2, “Recent Accounting Standards Updates,” in the Notes to Unaudited Condensed Consolidated Financial Statements included herein. There have been no significant changes in our accounting policies or critical accounting estimates since the end of the fiscal year ended December 31, 2014.

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.

Senior Notes and Credit Agreement

On November 20, 2014, the Company completed its private offering of $800.0 million in aggregate principal amount of 5.25% senior unsecured notes due 2024 (the “Senior Notes”) and also entered into a $200.0 million senior unsecured revolving credit agreement (the “2014 Revolving Credit Agreement”) by and among the Company, as borrower, certain of its subsidiaries, as guarantors, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent. The Company used the net proceeds from the offering of the Senior Notes, together with cash on hand, to prepay in full our outstanding term loan indebtedness of $794.8 million, which bore interest at LIBOR plus a margin of 2.25%.

The Senior Notes are scheduled to mature and be paid in full on November 20, 2024. At any time prior to November 15, 2019, we may redeem all or part of the Senior Notes upon not less than 30 nor more than 60 days’ prior notice at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a make-whole premium as of the date of redemption, plus (iii) accrued and unpaid interest and additional interest, if any, thereon, to the date of redemption. In addition, we may redeem all or part of the Senior Notes on or after November 15, 2019, at redemption prices set forth in the Indenture (defined below) governing the Senior Notes, together with accrued and unpaid interest. At any time prior to November 15, 2017, we may use the proceeds of certain equity offerings to redeem up to 35% of the aggregate principal amount of the Senior Notes, including any permitted additional notes, at a redemption price equal to 105.25% of the principal amount.

The 2014 Revolving Credit Agreement replaced the 2012 Revolving Credit Facility. The 2014 Revolving Credit Agreement has an initial term of five years that may be extended up to twice, at our request, by one additional year.

Interest on the Senior Notes accrues at a fixed rate of 5.25% per annum and is payable semiannually in arrears on May 15 and November 15 of each year, commencing May 15, 2015. We will make interest payments to holders of record of the Senior Notes on the immediately preceding May 1 and November 1.

The Senior Notes and the 2014 Revolving Credit Agreement are fully and unconditionally, and jointly and severally, guaranteed by our direct or indirect wholly-owned domestic subsidiaries that account for more than 5% of our and our subsidiaries’ consolidated assets, other than certain excluded subsidiaries (the “subsidiary guarantors”). Amounts due under the 2014 Revolving Credit Agreement are our and the subsidiary guarantors’ senior unsecured obligations and rank equally with the Senior Notes and any of our other unsecured, unsubordinated debt, senior to any of our subordinated debt and effectively subordinated to our secured debt to the extent of the assets securing such debt.

The indenture governing our Senior Notes (the “Indenture”) among us, each of the subsidiary guarantors, and Wells Fargo Bank, National Association, as trustee, contains covenants that limit our and certain of our subsidiaries’ ability to, among other things, incur liens, enter into sale/leaseback transactions and consolidate, merge or sell all or substantially all of our assets. In addition, the Indenture restricts our non-guarantor subsidiaries’ ability to create, assume, incur or guarantee additional indebtedness without such non-guarantor subsidiaries guaranteeing the Senior Notes on a *pari passu* basis.

The 2014 Revolving Credit Agreement contains affirmative and restrictive covenants that, among other things, limit our ability and the ability of our existing or future subsidiaries 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;
- enter into sale/leaseback transactions;
- 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 2014 Revolving Credit Agreement and the Indenture also contain 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 2014 Revolving Credit Agreement 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 through the termination of the 2014 Revolving Credit Agreement: (1) the maximum Consolidated Leverage Ratio (as defined in the 2014 Revolving Credit Agreement) measured quarterly on a rolling four-quarter basis shall not exceed 3.75:1.00 and (2) the minimum Consolidated Interest Coverage Ratio (as defined in the 2014 Revolving Credit Agreement) measured quarterly on a rolling four-quarter basis shall be at least 4.00:1.00. As of March 31, 2015, our Consolidated Leverage Ratio (as defined in the 2014 Revolving Credit Agreement) was 1.72:1.00 and our Consolidated Interest Coverage Ratio (as defined in the 2014 Revolving Credit Agreement) was 10.92:1.00.

Our non-guarantor subsidiaries of the Senior Notes consist of: (i) domestic subsidiaries of the Company that account for 5% or less of consolidated assets of the Company and its subsidiaries and (ii) any foreign or domestic subsidiary of the Company that is deemed to be a controlled foreign corporation within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended. Our non-guarantor subsidiaries accounted for approximately $194.2 million, or 19.0%, of our total revenue for the three months ended March 31, 2015, approximately $41.1 million, or 11.9%, of our consolidated operating income for the three months ended March 31, 2015 and approximately $356.9 million, or 12.3%, of our total assets and $119.9 million, or 8.3%, of our total liabilities, in each case as of March 31, 2015.

Share Repurchases

On February 6, 2014, we entered into the February 2014 ASR Program to initiate share repurchases aggregating $100.0 million. As a result, we received 1.7 million shares on February 7, 2014 and 0.6 million shares on May 5, 2014 for a combined average purchase price of $43.10 per share.

On September 18, 2014, we entered into the September 2014 ASR Program. On September 19, 2014, we paid $300.0 million in cash and received approximately 4.5 million shares of our common stock under the September 2014 ASR Agreement. The total number of shares to be repurchased will be based primarily on an arithmetic average of the volume-weighted average prices of our common stock on each trading day during the repurchase period. This average price will be capped such that only under limited circumstances will we be required to deliver shares or pay cash at settlement. We may also receive additional shares at or prior to maturity of the ASR Agreement in May 2015.

Cash Dividends

On September 17, 2014, the Board of Directors approved a plan to initiate a regular quarterly cash dividend. We expect the initial annual dividend rate to be $0.72 per share.

On April 29, 2015, the Board of Directors declared a cash dividend of $0.18 per share for second quarter 2015. The second quarter 2015 dividend is payable on May 29, 2015 to shareholders of record as of the close of trading on May 15, 2015.

Cash Flows

	As of	
	March 31, 2015	December 31, 2014
	(in thousands)	
Cash and cash equivalents	$537,751	$ 508,799

Cash and cash equivalents were $537.8 million and $508.8 million as of March 31, 2015 and December 31, 2014, respectively. As of March 31, 2015 and December 31, 2014, $83.9 million and $102.3 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 United States. In addition, repatriation of some foreign cash is further restricted by local laws.

We believe that domestic cash flows from operations, together with existing cash and cash equivalents and short-term investments, will continue to be sufficient to fund our domestic operating activities and cash commitments for investing and financing activities, such as scheduled debt repayments 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 and cash commitments for investing activities, such as material capital expenditures, for at least the next 12 months and for the foreseeable future thereafter.

Cash Provided by (Used In) Operating, Investing and Financing Activities

	For the Three Months Ended March 31, 2015	2014
	(in thousands)	
Cash provided by operating activities	$ 66,683	$ 25,249
Cash used in investing activities	(6,320)	(10,053)
Cash used in financing activities	(27,136)	(109,338)
Effect of exchange rates on cash and cash equivalents	(4,275)	566
Net increase (decrease) in cash and cash equivalents	$ 28,952	$ (93,576)

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 $66.7 million and $25.2 million for the three months ended March 31, 2015 and 2014, respectively. The year-over-year increase primarily reflects improved billings and collections from customers.

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 used in investing activities was $6.3 million and $10.1 million for the three months ended March 31, 2015 and 2014, respectively. The year-over-year decrease in cash used in investing activities primarily reflects a decrease in capital expenditures.

Cash Flows From Financing Activities

Cash used in financing activities was $27.1 million and $109.3 million for the three months ended March 31, 2015 and 2014, respectively. The year-over-year decrease primarily reflects lower purchases of treasury shares as well as lower repayments on our debt partially offset by payment of dividends.

Off-Balance Sheet Arrangements

We do 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.

Item 3. Quantitative and Qualitative 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.

A significant portion 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 United States where the Company has designated the local non-U.S. dollar currency as the functional currency, revenues 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 "Other expense (income), net" in our Unaudited Condensed Consolidated Statements of Income.

Revenues from index-linked investment products represented approximately $45.9 million, or 17.5%, and $40.9 million, or 15.0%, of our total revenues for the three months ended March 31, 2015 and 2014, 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 large majority 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 clients in Euros, British pounds sterling, Japanese yen and a limited number of other non-U.S. dollar currencies. For the three months ended March 31, 2015 and 2014, approximately 13.0% and 15.3% of our total revenues, respectively, were invoiced in currencies other than U.S. dollars. For the three months ended March 31, 2015, 51.3% of our foreign currency revenues were in Euros, 23.2% were in British pounds sterling and 12.7% were in Japanese yen. For the three months ended March 31, 2014, 50.4% of our foreign currency revenues were in Euros, 24.0% were in British pounds sterling and 11.6% were in Japanese yen.

We are exposed to additional foreign currency risk in certain of our operating costs. Approximately $71.2 million, or 40.9%, and $83.3 million, or 44.7%, of our total operating costs for the three months ended March 31, 2015 and 2014, respectively, were denominated in foreign currencies, the significant majority of which were denominated in British pounds sterling, Indian rupees, Swiss francs, Hungarian forints, Euros, Hong Kong dollars, Chinese yuan and Mexican pesos. Expenses incurred in foreign currency may increase as we expand our business outside the United States.

We have certain monetary assets and liabilities denominated in currencies other than local functional amounts and when these balances were remeasured into their local functional currency, either a gain or a loss resulted from the change of the value of the functional currency as compared to the originating currencies. 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 amounts denominated in certain foreign currencies. As a result of these positions, we recognized total foreign currency exchange losses of $1.6 million and $0.9 million for the three months ended March 31, 2015 and 2014, respectively. These amounts were recorded in “Other expense (income), net” in our Unaudited Condensed Consolidated Statements of Income.

Item 4. Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures, as defined in Rule 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”), as of March 31, 2015, and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time specified in the SEC’s rules and forms. These disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

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 three months ended March 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 1. Legal Proceedings

Various lawsuits, claims and proceedings have been or may be instituted or asserted against the Company, which arise 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 1A. Risk Factors

There have been no material changes since December 31, 2014 to the significant risk factors and uncertainties known to the Company that, if they were to materialize or occur, would individually or in the aggregate, have a material effect on MSCI’s business, operating results, financial condition or cash flows.

For a discussion of the risk factors affecting the Company, see “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

There have been no unregistered sales of equity securities.

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The table below sets forth the information with respect to purchases made by or on behalf of the Company of its common shares during the three months ended March 31, 2015.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased(1)		Average Price Paid Per Share	Total Number of Shares Purchased As Part of Publicly Announced Plans or Programs		Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)
Month #1 (January 1, 2015-January 31, 2015)	23,215	$	47.44	—	$	550,000,000
Month #2 (February 1, 2015-February 28, 2015)	167,990	$	54.83	—	$	550,000,000
Month #3 (March 1, 2015-March 31, 2015)	782	$	57.02	—	$	550,000,000
Total	191,987	$	53.94	—	$	550,000,000

(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 held in treasury under the MSCI Inc. Director Deferral Plan. 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 7, "Commitments And Contingencies" of the Notes to the Unaudited Condensed Consolidated Financial Statements for further information regarding our stock repurchase programs.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

An exhibit index has been filed as part of this report on page EX-1.

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SIGNATURES

Pursuant to the requirements 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.

Dated: May 1, 2015

MSCI INC.
(Registrant)

By: /s/ Robert Qutub
Robert Qutub
Chief Financial Officer
(Principal Financial Officer)

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EXHIBIT INDEX

MSCI INC.

QUARTER ENDED MARCH 31, 2015

	Exhibit Number	Description
	3.1	Third Amended and Restated Certificate of Incorporation (filed as Exhibit 3.1 to the Company's Form 10-Q (File No. 001-33812), filed with the SEC on May 4, 2012 and incorporated by reference herein)
	3.2	Amended and Restated By-laws (filed as Exhibit 3.2 to the Company's Form 10-Q (File No. 001-33812), filed with the SEC on May 4, 2012 and incorporated by reference herein)
†*	10.1	Form of Award Agreement for Restricted Stock Units for Directors under the MSCI Inc. Independent Directors' Equity Compensation Plan, as amended
†*	10.2	Change of Employment Status and Release Agreement for Roveen Bhansali
	10.3	Cooperation Agreement, dated as of January 29, 2015 (filed as Exhibit 99.1 to the Company's Form 8-K (File No. 001-33812), filed with the SEC on February 2, 2015 and incorporated by reference herein)
†	10.4	Form of Special Performance Award Agreement for Performance Stock Units under the MSCI Inc. 2007 Amended and Restated Equity Incentive Compensation Plan (filed as Exhibit 10.1 to the Company's Form 8-K (File No. 001-33812), filed with the SEC on February 2, 2015 and incorporated herein by reference)
	11	Statement Re: Computation of Earnings Per Common Share (The calculation of per share earnings is in Part I, Item 1, Note 4 to the Condensed Consolidated Financial Statements (Earnings Per Common Share) and is omitted in accordance with Section (b)(11) of Item 601 of Regulation S-K)
*	15.1	Letter of awareness from PricewaterhouseCoopers LLP, dated May 1, 2015, concerning unaudited interim financial information
*	31.1	Rule 13a-14(a) Certification of the Chief Executive Officer
*	31.2	Rule 13a-14(a) Certification of the Chief Financial Officer
**	32.1	Section 1350 Certification of the Chief Executive Officer and the Chief Financial Officer
*	101.INS	XBRL Instance Document
*	101.SCH	XBRL Taxonomy Extension Schema Document
*	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
*	101.LAB	XBRL Taxonomy Extension Label Linkbase Document
*	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
*	101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

* Filed herewith.
** Furnished herewith.
† Indicates a management compensation plan, contract or arrangement.

Exhibit 10.1

FORM OF AWARD AGREEMENT
FOR RESTRICTED STOCK UNITS
FOR DIRECTORS
UNDER THE MSCI INC. INDEPENDENT DIRECTORS' EQUITY COMPENSATION PLAN

MSCI Inc. ("**MSCI**," together with its subsidiaries, the "**Company**") hereby grants to you Restricted Stock Units ("**RSUs**") as described below. The awards are being granted under the MSCI Inc. Independent Directors' Equity 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:	[•] (such date, the "**Vesting Date**")

Provided you continue to provide services to the Company through the Vesting Date, the RSUs will vest and convert as provided above and as further described in <u>Exhibit A</u> attached hereto. Your RSUs may be subject to forfeiture if you terminate service with the Company before the Vesting Date, as set forth in the Plan and this Restricted Stock Unit Award Agreement (including <u>Exhibit A</u> and <u>Exhibit B</u> 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 <u>Exhibit A</u> and <u>Exhibit B</u> attached hereto. You will be able to access a prospectus and tax supplement that contains important information about this award via the MSCI website or your brokerage account. 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:
Title:

EXHIBIT A

TERMS AND CONDITIONS
OF THE RESTRICTED STOCK UNIT AWARD AGREEMENT

Section 1. RSUs Generally. MSCI has awarded you RSUs as an incentive for you to continue to provide services as a director of MSCI and to, among other things, align your interests with those of the Company and to reward you for your continued service as a director of MSCI in the future. As such, you will earn your RSUs only if you remain in continuous service as a director of MSCI through the Vesting Date, or as otherwise set forth below. Each RSU corresponds to one share of MSCI common stock, par value $0.01 per share (each, a "**Share**"). Each RSU constitutes a contingent and unsecured promise by MSCI to deliver one Share on the conversion date for such RSU. As the holder of RSUs, you have only the rights of a general unsecured creditor of MSCI. To the extent that you are subject to taxation in the United States, Section 409A imposes rules relating to the taxation of deferred compensation, including your RSU award. The Company reserves the right to modify the terms of your RSU award, including, without limitation, the payment provisions applicable to your RSUs, to the extent necessary or advisable to comply with Section 409A.

Section 2. Vesting Schedule and Conversion.

(a) *Vesting Schedule*. Your RSUs will vest on [•]; *provided* that, subject to Section 4 and Section 5, you continue to provide future services to the Company by remaining in continuous service as a director of MSCI through the Vesting Date.

(b) *Conversion*.

(i) Except as otherwise provided in this Award Agreement or pursuant to any election form submitted in connection with the MSCI Inc. Independent Directors Deferral Plan, each of your vested RSUs will convert to one Share within 30 days following the Vesting Date.

(ii) Shares to which you are entitled to receive upon conversion of RSUs under any provision of this Award Agreement shall not be subject to any transfer restrictions, other than those that may arise under securities laws or the Company's policies.

Section 3. Dividend Equivalent Payments. Until your RSUs convert to Shares, if and when 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, unless otherwise provided in Exhibit B. 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.

Section 4. Termination of Service.

Upon termination of service as a director of MSCI prior to the Vesting Date, pursuant to this Section 4, the following special vesting and payment terms will apply to your RSUs:

(a) *Termination of Service Due to Death or Disability*. If your service as a director of MSCI terminates due to death or Disability, your unvested RSUs will immediately vest and convert into Shares on the date your service as a director of MSCI terminates or within 30 days thereafter. Such Shares will be delivered to the beneficiary(ies) you have designated pursuant to Section 7 or the legal representative of your estate, as applicable.

(b) *Termination of Service and Cancellation of Awards*. Unless otherwise determined by the Board, your unvested RSUs will be canceled and forfeited in full if your service as a director of MSCI terminates prior to the Vesting Date for any reason other than as set forth in Section 4 and Section 5 of this Award Agreement.

Section 5. Change in Control. In the event of a Change in Control, all of your RSUs will immediately vest and convert into Shares effective on the date of such Change in Control.

Section 6. Nontransferability. You may not sell, pledge, hypothecate, assign or otherwise transfer your RSUs, other than as provided in Section 7 (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 otherwise as provided by the Board. This prohibition includes any assignment or other transfer that purports to occur by operation of law or otherwise. During your lifetime, payments relating to the RSUs will be made only to 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 7. Designation of a Beneficiary. The Plan Administrator, in its sole discretion, may permit you to 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 your personal tax or estate planning representative. 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 Agreement, 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 8. Ownership and Possession.

(a) *Prior to Conversion*. Prior to conversion of your RSUs, you will not have any rights as a stockholder in the Shares corresponding to your RSUs. However, you will receive dividend equivalent payments, as set forth in ?Section 3 of this Award Agreement.

(b) *Following Conversion*. Following conversion of your RSUs, you will be the beneficial owner of the Shares issued to you, and 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 9. 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 10. 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 11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Section 12. 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 be obtained under, applicable local law.

Section 13. Award Modification and Section 409A.

(a) Award 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. 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 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 any Legal Requirement or to ensure that your RSUs are not subject to United States federal, state or local income tax or any equivalent taxes in territories outside the United States 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 Chief Human Resources Officer, 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*. 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. Notwithstanding the other provisions of this Award Agreement, to the extent necessary to comply with Section 409A, if MSCI considers you to be one of its "specified employees" and you are a U.S. taxpayer, in each case, 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 your death or the expiration of the six-month period measured from the date of your separation from service from the Company (such period, the "**Delay Period**"). Any conversion of RSUs into Shares that would have occurred during the Delay 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 Delay Period or (ii) a cash payment on the first business day following the Delay 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.

Section 14. 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 15. 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 16. Governing Law; Venue. This Award Agreement and the related legal relations between you and MSCI 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. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, agree that such litigation shall be conducted in the courts of New York County, New York, or the federal courts for the United States for the Southern District of New York, where this grant is made and/or to be performed.

Section 17. 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 the Vesting Date or upon a different 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 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 18. Non-U.S. Directors. The following provisions will apply to you if you are providing services as a director of MSCI and reside outside of the United States. For the avoidance of doubt, if you reside in the United States and subsequently relocate to another country after the Grant Date, or if you reside in another country and subsequently relocate to the United States after the Grant Date, the following provisions may apply to you to the extent MSCI determines that the application of such terms and conditions is necessary or advisable for tax, legal or administrative reasons.

(a) *Tax and Other Withholding Obligations*.

You acknowledge that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items or liabilities, howsoever arising in any jurisdictions, related to your participation in the Plan and legally applicable to you ("**Tax-Related Items**") is and remains your responsibility and may exceed the amount actually withheld by the Company. You further acknowledge that the Company (i) makes no representations or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividend equivalents and/or dividends; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Pursuant to rules and procedures that MSCI establishes, Tax-Related Items arising upon any relevant taxable or tax withholding event (as applicable) of your RSUs may be satisfied, in the Board's sole discretion, by having MSCI withhold Shares, or by having MSCI withhold cash or amounts from your director fees or other compensation if MSCI provides for a cash withholding option, in each case in an amount sufficient to satisfy the Tax-Related Items withholding obligations. Shares withheld 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. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

In the event that withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, by your acceptance of the RSUs, you authorize and direct MSCI and any brokerage firm determined acceptable to MSCI to sell on your behalf a whole number of Shares from those Shares issued to you as MSCI determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering maximum applicable rates, in which case you will receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent.

Finally, you agree to pay to the Company, including through withholding from any director fees or other compensation paid to you by MSCI, any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. MSCI may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items.

[In consideration of this RSU award, the terms of this Section 18(a) shall apply to the award of RSUs granted to you under the Plan on April 30, 2014.][1]

(b) *Nature of Grant.* In accepting the RSUs, you acknowledge, understand and agree that:

(i) the Plan is established voluntarily by MSCI, it is discretionary in nature and it may be modified, amended, suspended or terminated by MSCI at any time, to the extent permitted by the Plan;

(ii) this RSU award is not a director, employment and/or service agreement, and nothing in this Award Agreement or your participation in the Plan shall create a right to continued service as a director of MSCI or interfere with the ability of MSCI to terminate your service relationship (if any);

(iii) this award, and all other awards of RSUs and other equity-based awards, are discretionary, voluntary and occasional. This award does not confer on you any contractual or other right or entitlement to receive another award of RSUs, any other equity-based award or benefits in lieu of RSUs at any time in the future or in respect of any future period;

1 To be inserted in the 2015 award agreement for non-U.S. directors only.

(iv) MSCI has made this award to you in its sole discretion. All decisions with respect to future RSU or other grants, if any, will be at the sole discretion of MSCI;

(v) you are voluntarily participating in the Plan;

(vi) the grant of RSUs and the Shares subject to the RSUs are not intended to replace any pension rights, director fees or other compensation;

(vii) this award does not confer on you any right or entitlement to receive director fees or other compensation in any specific amount;

(viii) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(ix) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of your service as a director of MSCI; and

(x) the Company shall not be liable for any foreign exchange rate fluctuation between your local currency and the U.S. Dollar that may affect the value of the RSUs or of any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

(c) *Data Privacy*. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement and any other RSU grant materials by and among, as applicable, MSCI and any subsidiary of MSCI for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in MSCI, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to E*Trade Financial Corporate Services, Inc., or such other stock plan service provider as may be selected by MSCI in the future, which is assisting MSCI with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the U.S. or elsewhere, and that the recipients' country of operation (e.g., the U.S.) may have different data privacy laws and protections than your country. You

understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local Human Resources representative. You authorize MSCI, E*Trade Financial Corporate Services, Inc., and any other possible recipients which may assist MSCI (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand if you reside outside the U.S., you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local Human Resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service and career with the Company will not be adversely affected; the only consequence of refusing or withdrawing your consent is that MSCI would not be able to grant you RSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local Human Resources representative.

(d) *Language*. If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(e) *Electronic Delivery and Acceptance*. MSCI may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by MSCI or a third party designated by MSCI.

(f) *Exhibit B.* Notwithstanding any provisions in this Award Agreement, the RSUs shall be subject to any special terms and conditions set forth in Exhibit B to this Award Agreement for your country. Moreover, if you relocate to one of the countries included in Exhibit B, the special terms and conditions for such country will apply to you, to the extent MSCI determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Exhibit B constitutes part of this Award Agreement.

(g) *Insider Trading Restrictions/Market Abuse Laws.* Depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell Shares or rights to Shares (*e.g.*, RSUs) under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You are responsible for ensuring compliance with any applicable restrictions and you should consult your personal legal advisor on this matter.

Section 19. 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 "**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 (i) any employee plan established by the Company, (ii) the Company or any of its affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act), (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) 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 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 the Company or its affiliates other than in connection with the acquisition by the Company 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 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 the Company (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 the Company or its affiliates other than in connection with the acquisition by the Company or its affiliates of a business) representing 50% or more of either the then outstanding Shares 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 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.

"**Disability**" means "permanent and total disability" (as defined in Section 22(e) of the Code).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Legal Requirement**" means any law, regulation, ruling, judicial decision, accounting standard, regulatory guidance or other legal requirement.

"**Section 409A**" means Section 409A of the Code.

APPENDIX A

Designation of Beneficiary(ies) Under

MSCI Independent Directors' Equity 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 complete and file this form with your personal tax or estate planning representative.

EXHIBIT B

[COUNTRY-SPECIFIC TERMS AND CONDITIONS]

Exhibit 10.2

March 9, 2015

Roveen Bhansali

RE: Change of Employment Status and Release Agreement

Dear Roveen:

This letter sets forth the terms and conditions of our agreement concerning the change of your employment status with MSCI Inc. (this "**Agreement**"). For purposes of this Agreement and the attached Exhibit "A" (the "**Exhibit 'A' Release**"), "MSCI" shall include MSCI Inc. and any and all parents, subsidiaries, predecessors, successors and affiliate corporations, and its and their respective current and former directors, officers, employees, agents, managers, shareholders, successors, assigns, and other representatives.

We have informed you that your employment with MSCI will end on May 1, 2015 (the "**Termination Date**"). MSCI will pay you all wages and accrued vacation pay due and owing to you in accordance with applicable law (minus all applicable taxes and withholdings).

You have twenty-one (21) days to consider executing this Agreement (the "**Twenty-One (21) Day Period**") and seven (7) days from the date of your execution of this Agreement within which to revoke it (the "**Agreement Revocation Period**"). This Agreement will not become effective or enforceable until the Agreement Revocation Period has expired. Additionally, the Exhibit "A" Release may not be executed earlier than the Termination Date and must be returned no later than twenty-one (21) days following the Termination Date.

Information will be sent to your home address about continuing your benefit coverage two to three weeks following the Termination Date. You will have sixty (60) days to elect COBRA coverage. Inquiries about your benefits should be directed to Lynder Festa at lynder.festa@msci.com or 212-804-5283.

<u>Payments and Benefits</u>

In exchange for your executing and not revoking this Agreement and the Exhibit "A" Release, MSCI will:

(1) Provide you with a special severance payment of Five Hundred Twenty Five Thousand Dollars ($525,000), minus all applicable payroll taxes and withholdings.

Provide you with a bonus payment of Five Hundred Eighty Three Thousand Three Hundred Sixty Dollars ($583,360), minus all applicable payroll taxes and withholdings.

The special severance payment and bonus payment will each be made in a lump sum cash payment within thirty (30) days following the effective date of the Exhibit "A" Release (the "**Payment Date**").

(2) Provide you on the Payment Date with a special COBRA replacement payment of Twenty Thousand Dollars and Twenty Cents ($20,000.20), minus all applicable taxes and

withholdings, to assist you to continue to pay for benefits that will otherwise end on the Termination Date (or the end of the month of termination for medical, dental and/or vision coverage). This amount shall be in lieu of claims to continued medical, dental and/or vision coverage, except to the extent you are entitled to and properly elect COBRA continuation coverage. Nothing in this Agreement shall limit the right of MSCI to amend, modify and/or terminate any benefit plan at any time in its sole discretion.

(3) Provide you with outplacement services supplied by Right Management for six (6) months, which must commence no later than ninety (90) days after the Termination Date.

(4) Provide you with “Involuntary Termination” treatment for purposes of your equity awards as summarized on the attached Exhibit B. Please refer to your equity award agreements for complete details on the terms of your equity awards.

You acknowledge that any vesting or payments in equity or cash with respect to the equity plans described above are subject to any applicable tax withholding requirements. Except as described above, all terms of your equity-based awards, and any other long-term incentive compensation that MSCI has awarded to you, will remain unchanged, and will not be deemed to be modified by this Agreement in any way. You agree to fully abide by any MSCI policies with respect to the sale of MSCI stock and any window period or other restrictions that may apply or become applicable to you.

If any provision of this Agreement is deemed not to comply with Section 409A of the Internal Revenue Code or any regulations or Treasury guidance promulgated thereunder, or would result in your recognizing income for United States federal income tax purposes with respect to any amount payable under this Agreement before the date of payment, or to incur interest or additional tax pursuant to Section 409A, MSCI reserves the right to reform such provision; provided that MSCI shall maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A.

You acknowledge and accept that remaining an employee through the Termination Date and receipt of any and all benefits and compensation provided in this Agreement is contingent upon (a) your remaining an employee in good standing and adhering to the terms of this Agreement, the MSCI Code of Conduct and all applicable MSCI policies through the Termination Date, and (b) your execution (no earlier than the Termination Date) and non-revocation thereafter and receipt by MSCI of the Exhibit “A” Release.

You understand and agree that the foregoing consideration provided to you under the terms of this Agreement is in addition to anything of value to which you are otherwise entitled. You represent, warrant and acknowledge that MSCI owes you no wages, commissions, bonuses, sick or other medical or disability-related pay, personal or other leave-of-absence pay, severance pay, notice pay, vacation pay, or other compensation or payments or forms of remuneration of any kind or nature, other than that specifically provided for in this Agreement.

You understand and agree that in the event you accept a job with MSCI within six (6) months of the Termination Date, you will be required to return the gross amount of the special severance payment you received under paragraph (1) above to the extent that it exceeds what you would have received as base salary if you had remained employed by MSCI from the Termination Date through your rehire date. You will not be eligible to receive any special severance payment or any of the other enhanced benefits described above if you accept a job with MSCI prior to the Termination Date.

You also understand and agree that all outstanding claims for expenses properly incurred in the performance of your duties must be submitted as soon as possible but in no event later than two (2) weeks after the Termination Date.

Release of Claims

In exchange for providing you with the enhanced benefits described under the "Payments and Benefits" provision in this Agreement, you agree to waive all claims against MSCI, and to release and forever discharge MSCI, to the fullest extent permitted by law, from any and all liability for any claims, rights or damages of any kind, whether known or unknown to you, that you may have against MSCI as of the date of your execution of this Agreement, arising under any applicable federal, state or local law or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Equal Pay Act, the Uniform Services Employment and Re-employment Rights Act, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family And Medical Leave Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, and claims for individual relief under the Sarbanes-Oxley Act of 2002; the New York State and City Human Rights Laws, New York Labor Act, New York Equal Pay Law, New York Civil Rights Law, and New York Worker Adjustment and Retraining Notification Act; California Fair Employment and Housing Act, California Labor Code, California Business and Professions Code, California Family Rights Act, and California Industrial Welfare Commission Wage Orders; Connecticut Fair Employment Practices Act, Connecticut Equal Pay Law, Connecticut Age Discrimination and Employee Insurance Benefits Law, and Connecticut Family and Medical Leave Law; Illinois Human Rights Act, Illinois Wage Payment and Collection Act, Illinois Equal Pay Act, and Illinois Worker Adjustment and Retraining Notification Law; Massachusetts Fair Employment Practices Act, Massachusetts Equal Rights Act, Massachusetts Equal Pay Law, Massachusetts Age Discrimination Law, and Massachusetts Equal Rights for Elderly and Disabled Law; Maryland Fair Employment Practices Act; Maryland Wage and Hour Law; Maryland Wage Payment and Collection Law; Oklahoma Anti-Discrimination Act; Oklahoma Equal Pay Act; Oklahoma Genetic Nondiscrimination in Employment Act; Oklahoma Minimum Wage Act; Michigan Elliott-Larsen Civil Rights Act; Michigan Persons with Disabilities Civil Rights Act; Michigan Payment of Wages and Fringe Benefits Act; Michigan Minimum Wage Act; and any other federal, state or local statute or constitutional provision governing employment; all tort, contract (express or implied), common law, and public policy claims of any type whatsoever; all claims for invasion of privacy, defamation, intentional infliction of emotional distress, injury to reputation, pain and suffering, constructive and wrongful discharge, retaliation, wages, monetary or equitable relief, vacation pay, grants or awards under any unvested and/or cancelled equity and/or incentive compensation plan or program, separation and/or severance pay under any separation or severance pay plan maintained by MSCI, any other employee fringe benefits plans, medical plans, or attorneys' fees; or any demand to seek discovery of any of the claims, rights or damages previously enumerated herein (collectively, the "**Release of Claims**").

This Agreement is not intended to, and does not, release rights or claims that may arise after the date of your execution hereof, including without limitation any rights or claims that you may have to secure enforcement of the terms and conditions of this Agreement. To the extent any claim, charge, complaint or action covered by the Release of Claims is brought by you, for your benefit or on your behalf, you expressly waive any claim to any form of monetary or other damages, including attorneys' fees and costs, or any other form of personal recovery or relief in connection with any such claim, charge, complaint or action. You further agree to dismiss with prejudice any pending civil lawsuit or arbitration covered by the Release of Claims. For purposes of this Agreement, "you" shall include your heirs, executors, administrators, attorneys, representatives, successors and assigns.

This is a full and final release of all such claims, whether those claims are now known or unknown, and you waive all rights or benefits that you may have or claim to have pursuant to the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This Release of Claims does not waive any rights you may have been granted under the Certificate of Incorporation or Bylaws of MSCI relating to your actions on behalf of MSCI in the scope of and during the course of your employment by MSCI, nor does it waive any rights to indemnification related to your actions on behalf of MSCI in the scope of and during the course of your employment by MSCI that you are entitled to under applicable law or under any insurance policy provided by MSCI. For the avoidance of doubt, any MSCI indemnification obligations apply only to third party claims and not to any claims directly between you and MSCI. In addition, nothing in this Agreement impairs your rights to vested retirement, pension or 401(k) benefits, if any, due you by virtue of your employment by MSCI, or any elections, notices or benefits for which you are eligible as a separated employee of MSCI. This Release of Claims does not waive or release any claims that are not releasable by law.

<u>Confidentiality, Firm Property, Non-Disclosure and Non-Disparagement</u>

In the course of your employment with MSCI you have or may have acquired non-public privileged or confidential information and trade secrets concerning MSCI's business, operations, legal matters and resolution or settlement thereof, internal investigations, customer and employee information and lists, hiring, staffing and compensation practices, studies and analyses, plans, funding, financing and methods of doing business whether in hard copy, electronic or other format ("Confidential and Proprietary Information"). You understand and agree that it would be damaging to MSCI if such Confidential and Proprietary Information were disclosed to any competitor of MSCI or any third party or person. You further understand and agree that all Confidential and Proprietary Information has been divulged to you in confidence, and you agree to not disclose or cause or permit to be disclosed, directly or indirectly, any Confidential and Proprietary Information to any third party or person, and to keep all Confidential and Proprietary Information secret and confidential, without limitation in time. Your use of Confidential and Proprietary Information will stop immediately upon the termination of your employment with MSCI. You will not remove Confidential and Proprietary Information from any MSCI facility or system in either original, electronic or copied form. Upon the termination of your employment, you will immediately deliver to MSCI any Confidential and Proprietary Information in your possession or control. You will not at any time assert any claim of ownership or other property interest in any such Confidential and Proprietary Information. You will permit MSCI to inspect any material to be removed from MSCI offices when you cease to work at any MSCI facility. You will not disclose, directly or indirectly, to any person or entity the contents, in whole or in part, of such Confidential and Proprietary Information. PLEASE UNDERSTAND THAT YOUR LEGAL OBLIGATION NOT TO USE OR DISCLOSE CONFIDENTIAL AND PROPRIETARY INFORMATION OF MSCI EXISTS WHETHER OR NOT YOU ENTER INTO THIS AGREEMENT.

You further agree to return, at the time your employment ends, any MSCI equipment and property including, but not limited to, identification materials, computers, printers, facsimile machines, corporate credit cards, portable telephones, wireless devices (e.g., BlackBerry and similar devices), and calling cards that you possess or control but that are not in MSCI's offices.

During the course of your employment with MSCI, you may have been instructed by the Legal and Compliance Department ("**LCD**") to preserve information, documents or other materials, whether in physical or electronic form, in connection with litigation, investigations, or proceedings. You acknowledge that you have taken all necessary steps to comply with any notices you received from LCD to preserve such information, documents or materials. Furthermore, you acknowledge that you have notified your supervisor or a member of LCD of the location of all such information, documents or materials currently in your possession.

Unless permitted under the “Exceptions” provision in this Agreement, you also agree that you will not disclose, or cause or permit to be disclosed in any way, the terms of this Agreement, except to your legal representatives, your immediate family, your financial representatives or accountants, the taxing authorities, or if necessary for the purpose of enforcing this Agreement, provided that all such private parties to whom disclosure is permitted under this paragraph are informed of the confidentiality provisions of this Agreement and agree to be bound thereby. You acknowledge that MSCI may publicly disclose this Agreement or its terms in regulatory filings or as otherwise required by applicable law, rule or regulation.

You agree to give prompt notice to MSCI in writing, addressed to MSCI’s Office of the General Counsel, 7 World Trade Center, 250 Greenwich Street, New York NY 10007, by telephone and by facsimile , of any subpoena or judicial, administrative or regulatory inquiry or proceeding or lawsuit in which you are required or requested to disclose information relating to MSCI, prior to such disclosure, unless any such prior notice is prohibited by law. Such written notice must be given to the General Counsel within two (2) business days of your receipt of any such request or order so that MSCI may take whatever action it may deem necessary or appropriate to prevent such disclosure or testimony. You also agree that you will, within two (2) business days of your receipt, provide to the General Counsel by facsimile or overnight delivery to the above address, a copy of all legal papers and documents served upon you. Additionally, you agree that in the event you are served with such subpoena, court order, directive or other process, you will meet with MSCI’s General Counsel or his or her designee in advance of giving such testimony or information, unless any such prior meeting requirement is prohibited by law.

You also agree that you will not make any defamatory or disparaging statements about MSCI, or its business, strategic plans, products, practices, policies, or personnel, in any medium or to any third person or entity, without limitation in time. Nothing in this paragraph is intended to limit in any way your ability to compete fairly with MSCI in the future or to confer in confidence with your legal representatives.

You also agree that, unless you have prior written authorization from MSCI, you will not disclose, participate in the disclosure, or allow disclosure of any information about MSCI or its present or former clients, executives, other employees, or Board members, or about legal matters involving MSCI and resolution or settlement thereof, or any aspects of your employment with MSCI or of the termination of such employment, to any reporter, author, producer or similar person or entity, or take any other action likely to result in such information being made available to the general public in any form, including, without limitation, books, articles or writings of any other kind, as well as film, videotape, television or other broadcasts, audio tape, electronic/Internet format or any other medium. You further agree that you will not use or take any action likely to result in the use of any of MSCI’s names or any abbreviation thereof in connection with any publication to the general public in any medium in a manner that suggests, directly or indirectly, endorsement by or a business connection to MSCI or appears to leverage the MSCI brand.

Competitive Activity

In consideration of the enhanced benefits described under the “Payments and Benefits” provision in this Agreement, MSCI requires that prior to the Termination Date and during an eight (8) month restrictive period from the Termination Date through December 31, 2015, you will not in any capacity (e.g., as an employee, consultant, contractor or otherwise) work or perform services for or on behalf of any Competitor. The term “Competitor” means any of the following entities:

- Axioma, BlackRock Solutions, Bloomberg, McGraw-Hill, IBM Algorithmics

Exceptions

This Agreement does not prohibit or restrict you from lawfully (A) communicating or cooperating with, providing relevant information to, or otherwise assisting in an investigation by any governmental or regulatory body or official(s) or self-regulatory organization regarding a possible violation of any federal law relating to fraud or any rule or regulation of the Securities and Exchange Commission; (B) filing an administrative complaint with the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, or other federal, state or local agency responsible for administering fair employment, wage-hour, labor and other employment laws and regulations; (C) cooperating in an investigation, or responding to an inquiry from any such agency; or (D) testifying, participating in, or otherwise assisting in an action or proceeding relating to a possible violation of any such law, rule or regulation; provided, however, that you agree to waive any claim for individual monetary relief in connection with any such administrative complaint or charge. In addition, nothing in this Agreement precludes you from benefiting from classwide injunctive relief awarded in any employment case brought by any governmental agency or private party, provided that such relief does not result in your receipt of any monetary benefit or equivalent thereof. You acknowledge and agree that you are waiving any right to recover any monetary damages or any other form of personal relief in connection with any such action, investigation or proceeding.

Any non-disclosure provision in this Agreement does not prohibit or restrict you or your attorneys from responding to any inquiry about this Agreement or its underlying facts and circumstances by the Securities and Exchange Commission, the Financial Industry Regulatory Authority or any other self-regulatory organization.

Further Promises

In addition, you agree to cooperate with and assist MSCI in connection with any investigation, regulatory matter, lawsuit or arbitration in which MSCI is a subject, target or party and as to which you may have pertinent information. You agree to make yourself reasonably available for preparation for hearings, proceedings or litigation and for attendance at any pre-trial discovery and trial sessions. MSCI agrees to make every reasonable effort to provide you with reasonable notice in the event your participation is required. MSCI also agrees to reimburse reasonable out-of-pocket costs incurred by you as the direct result of your participation, provided that such out-of-pocket costs are supported by appropriate documentation and have prior authorization of MSCI. You further agree to perform all acts and execute any and all documents that may be necessary to carry out the provisions of this paragraph, to the extent that any such request by MSCI is reasonable and you are reasonably able to so perform and execute.

You also agree that during the twelve (12) month period from the Termination Date through April 30, 2016 you will not, 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 MSCI employee to leave MSCI or become hired or engaged by another firm. Further, you agree that during the eight (8) month period from the Termination Date through December 31, 2015, you will not, directly or indirectly, in any capacity (including through any person, corporation, partnership or other business entity of any kind), solicit, induce, entice, influence, or encourage any MSCI client to terminate or diminish its relationship with MSCI or otherwise cease using MSCI products or services.

You acknowledge that the non-competition confidentiality, non-disclosure, non-disparagement, and non-solicitation provisions herein are material terms of this Agreement. In the event you breach or threaten to breach any of the non-competition, confidentiality, non-disclosure, non-disparagement or non-solicitation provisions in this Agreement, you acknowledge that such breach or threatened breach shall cause irreparable harm to MSCI, entitling MSCI, at its option, to seek immediate injunctive relief from a court of competent jurisdiction, without waiver of any other rights or remedies available in a court of law or equity.

You acknowledge that you have executed this Agreement voluntarily, free of any duress of coercion. MSCI has urged you to obtain the advice of an attorney or other representative of your choice, unrelated to MSCI, before executing this Agreement, and you acknowledge that you have had the opportunity to do so. Further, you acknowledge that you have a full understanding of the terms of this Agreement.

Your executed Agreement must be returned to the undersigned at the above address. If you execute this Agreement prior to the end of the Twenty One (21)-Day Period, you agree and acknowledge that: (i) your execution was a knowing and voluntary waiver of your right to consider this Agreement for the full twenty-one (21) days; and (ii) you had sufficient time in which to consider and understand this Agreement, and to review it with your attorney or other representative of your choice, if you wished. Any revocation of this Agreement must be in writing and returned to the undersigned at the above address via certified U.S. Mail, Return Receipt Requested. In the event that you revoke this Agreement, you acknowledge that you will not be entitled to receive, and agree not to accept, any payments or benefits under this Agreement. You agree that your acceptance of any such payments or benefits will constitute an acknowledgment that you did not revoke this Agreement.

BY SIGNING THIS AGREEMENT AND RELEASE YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING AND RELEASING ANY AND ALL RIGHTS YOU MAY HAVE AGAINST MSCI UP TO THE DATE OF YOUR EXECUTION OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ALL OTHER APPLICABLE DISCRIMINATION LAWS, STATUTES, ORDINANCES OR REGULATIONS.

This Agreement (together with its exhibits) is the entire agreement between you and MSCI, and supersedes any and all oral and written agreements between you and MSCI, on the topics covered herein, except for any prior agreements and commitments on your part concerning confidential information, trade secrets, copyrights, patents or other intellectual property and the like, which shall continue in effect in accordance with their terms. For the sake of clarity, any prior agreements (or provisions in any agreement) between you and MSCI relating to competitive activities and non-solicitation obligations are superseded and replaced in their entirety by the corresponding provisions of this Agreement. By offering and entering into this Agreement, neither you nor MSCI admits any liability or wrongdoing toward the other whatsoever. This Agreement may not be changed, except by a writing signed both by you and MSCI specifically for that purpose.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York. If any portion of this Agreement should ever be determined to be unenforceable, the other provisions of this Agreement shall remain in full force and effect.

If you have any questions, please let me know. If these terms are acceptable, sign and date the letter below and return the original signed copy to me. An extra copy is enclosed for your records.

Sincerely,

/s/ Scott Crum
Scott Crum
Chief Human Resources Officer
MSCI Inc.

AGREED AND ACCEPTED:

/s/ Roveen Bhansali
Roveen Bhansali

DATE: Mar 9, 2015

EXHIBIT "A" RELEASE

NOT TO BE EXECUTED PRIOR TO EMPLOYMENT TERMINATION DATE

I, **Roveen Bhansali,** the undersigned, and MSCI entered into a *Change of Employment Status and Release Agreement* (the "**Agreement**") dated as of , 2015, which I executed on , 2015, of which this Exhibit "A' Release forms a part. For purposes of this Exhibit "A" Release, MSCI shall be defined the same as in the Agreement.

MSCI and I agree that this Exhibit "A" Release will become effective seven (7) days after I sign it and do not revoke it. I understand and agree that I may not sign the Exhibit "A" Release prior to the Termination Date specified in the Agreement. Upon the effective date of the Exhibit "A" Release, I will be entitled to the payment and benefits described in the Agreement, in the manner and under the terms and conditions set forth in the Agreement.

In exchange for providing me with the enhanced benefits described under the "Payments and Benefits" provision in the Agreement, I agree to waive all claims against MSCI, and to release and forever discharge MSCI, to the fullest extent permitted by law, from any and all liability for any claims, rights or damages of any kind, whether known or unknown to me, that I may have against MSCI as of the date of my execution of this Exhibit "A" Release, arising under any applicable federal, state or local law or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Equal Pay Act, the Uniform Services Employment and Re-employment Rights Act, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act , the Family And Medical Leave Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act, the Worker Adjustment Retraining and Notification Act, the Occupational Safety and Health Act of 1970, and claims for individual relief under the Sarbanes-Oxley Act of 2002; the New York State and City Human Rights Laws, New York Labor Act, New York Equal Pay Law, New York Civil Rights Law, and New York Worker Adjustment Retraining and Notification Act; California Fair Employment and Housing Act, California Labor Code, California Business and Professions Code, California Family Rights Act, and California Industrial Welfare Commission Wage Orders; Connecticut Fair Employment Practices Act, Connecticut Equal Pay Law, Connecticut Age Discrimination and Employee Insurance Benefits Law, and Connecticut Family and Medical Leave Law; Illinois Human Rights Act, Illinois Wage Payment and Collection Act, Illinois Equal Pay Act, and Illinois Worker Adjustment and Retraining Notification Law; Massachusetts Fair Employment Practices Act, Massachusetts Equal Rights Act, Massachusetts Equal Pay Law, Massachusetts Age Discrimination Law, and Massachusetts Equal Rights for Elderly and Disabled Law; Maryland Fair Employment Practices Act; Maryland Wage and Hour Law; Maryland Wage Payment and Collection Law; Oklahoma Anti-Discrimination Act; Oklahoma Equal Pay Act; Oklahoma Genetic Nondiscrimination in Employment Act; Oklahoma Minimum Wage Act; Michigan Elliott-Larsen Civil Rights Act; Michigan Persons with Disabilities Civil Rights Act; Michigan Payment of Wages and Fringe Benefits Act; Michigan Minimum Wage Act; and any other federal, state or local statute or constitutional provision governing employment; all tort, contract (express or implied), common law, and public policy claims of any type whatsoever; all claims for invasion of privacy, defamation, intentional infliction of emotional distress, injury to reputation, pain and suffering, constructive and wrongful discharge, retaliation, wages, monetary or equitable relief, vacation pay, grants or awards under any unvested and/or cancelled equity and/or incentive compensation plan or program, separation and/or severance pay under any separation or severance pay plan maintained by MSCI, any other employee fringe benefits plans, medical plans, or attorneys' fees; or any demand to seek discovery of any of the claims, rights or damages previously enumerated herein (collectively, the "**Exhibit 'A' Release of Claims**").

This Exhibit “A” Release is not intended to, and does not, release rights or claims that may arise after the date of my execution hereof, including without limitation any rights or claims that I may have to secure enforcement of the terms and conditions of the Agreement or the Exhibit “A” Release. To the extent any claim, charge, complaint or action covered by the Release of Claims in the Agreement and the Exhibit “A” Release of Claims is brought by me, for my benefit or on my behalf, I expressly waive any claim to any form of individual monetary or other damages, including attorneys’ fees and costs, or any other form of personal recovery or relief in connection with any such claim, charge, complaint or action. I further agree to dismiss with prejudice any pending civil lawsuit or arbitration covered by the Release of Claims in the Agreement and the Exhibit “A” Release of Claims. For purposes of this Exhibit “A” Release, “**I**” shall include my heirs, executors, administrators, attorneys, representatives, successors and assigns.

This is a full and final release of all such claims, whether those claims are now known or unknown, and I waive all rights or benefits that I may have or claim to have pursuant to the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must materially affected his or her settlement with the debtor.

The Agreement and this Exhibit “A” Release, however, do not waive any rights I may have been granted under the Certificate of Incorporation or Bylaws of MSCI relating to my actions on behalf of MSCI in the scope of and during the course of my employment by MSCI, nor does it waive any rights to indemnification relating to my actions on behalf of MSCI in the scope of and during the course of my employment by MSCI that I am entitled to under applicable law or under any insurance policy provided by MSCI. For the avoidance of doubt, I acknowledge that any MSCI indemnification obligations apply only to third party claims and not to any claims directly between me and MSCI. In addition, nothing in the Agreement and this Exhibit “A” Release impairs my rights to vested retirement, pension, retiree medical or 401(k) benefits, if any, due me by virtue of my employment by MSCI, or any elections, notices or benefits for which I am eligible as a separated employee of MSCI. This Exhibit “A” Release of Claims does not waive or release any claims that are not releasable by law.

I acknowledge that I am executing this Exhibit “A” Release voluntarily, free of any duress or coercion. MSCI has urged me to obtain the advice of an attorney or other representative of my choice, unrelated to MSCI, prior to executing this Exhibit “A” Release, and I acknowledge that I have had the opportunity to do so. Further, I acknowledge that I have a full understanding of the terms of the Agreement and this Exhibit “A” Release. I understand that the execution of this Exhibit “A” Release is not to be construed as an admission of liability or wrongdoing by MSCI or me.

I acknowledge that I have been given at least twenty-one (21) days within which to consider executing this Exhibit “A” Release (the “**Twenty One (21)-Day Period**”) and seven (7) days from the date of my execution of this Exhibit “A” Release within which to revoke it (the “**Exhibit ‘A’ Revocation Period**”). I understand that my executed Exhibit “A” Release must be returned to Human Resources. If I execute the Exhibit “A” Release prior to the end of the Twenty One (21)-Day Period, I agree and acknowledge that: (i) my execution was a knowing and voluntary waiver of my rights to consider this Exhibit “A” Release for the full twenty-one (21) days; and (ii) I had sufficient time in which to consider and understand the Exhibit “A” Release, and to review it with an attorney or other representative of my choice, if I wished. Any revocation of this Exhibit “A” Release must be in writing and returned to Human Resources, via certified U.S. Mail, Return Receipt Requested. In the event that I revoke this Exhibit “A” Release, I acknowledge that I will not be entitled to receive, and agree not to accept, any payments or benefits described in the Agreement. I agree that my acceptance of any such payments or benefits will constitute an acknowledgment that I did not revoke the Exhibit “A” Release. This Exhibit “A” Release will not become effective or enforceable until the Exhibit “A” Revocation Period has expired.

BY SIGNING THIS EXHIBIT "A" RELEASE, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY WAIVING AND RELEASING ANY AND ALL RIGHTS I MAY HAVE AGAINST MSCI UP TO THE DATE OF MY EXECUTION OF THIS EXHIBIT "A" RELEASE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ALL OTHER APPLICABLE DISCRIMINATION LAWS, STATUTES, ORDINANCES OR REGULATIONS.

AGREED AND ACCEPTED:

____

Roveen Bhansali

DATE: __________

Exhibit B

Treatment of Outstanding Equity

Closing Price 3/2/2015:	$57.57
Date of Hire:	8/1/1989
Date of Term:	5/1/2015

RSU Award	Vest date	RSUs	Value	Involuntary Termination Treatment Timing
1/29/2013	1/29/2016	1,567	$90,212	Convert into shares on 1-year anniversary of term date (May 1, 2016)
1/28/2014	1/28/2016	2,664	$153,366	Convert into shares on January 15, 2016
	1/28/2017	2,664	$153,366	
1/27/2015	1/27/2016,17,18	5,774	$332,409	Convert into shares on January 15, 2016
	Total RSUs	**12,669**	**$729,354**	

PSU Award	Vest date	PSUs (at 100%)	Value	Involuntary Termination Treatment Timing	Payout Percentage
1/29/2013	12/31/2015	2,351	$135,347	Convert into shares on 12/31/16	99.00%
1/28/2014	12/31/2015	3,997	$230,107	Convert into shares no later than 3/15/2016	
	12/31/2016	3,996	$230,050		
1/27/2015	12/31/2017	5,774	$332,409	Convert into shares no later than 3/15/18	
	Total PSUs	**16,118**	**$927,913**		
	Total	**28,787**	**$1,657,268**		

Exhibit 15.1

May 1, 2015

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We are aware that our report dated May 1, 2015 on our review of interim financial information of MSCI Inc. for the three month periods ended March 31, 2015 and March 31, 2014 and included in the Company's quarterly report on Form 10-Q for the quarter ended March 31, 2015 is incorporated by reference in its Registration Statements on Form S-8 No. 333-147540, No. 333-165888 and No. 333-167624 dated November 20, 2007, June 3, 2010 and June 18, 2010, respectively, and its Registration Statement on Form S-3 No. 333-181533 dated May 18, 2012.

Very truly yours,

/s/ PricewaterhouseCoopers LLP
New York, New York

Exhibit 31.1

SECTION 302 CERTIFICATION

I, Henry A. Fernandez, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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(s) 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 most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) 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(s) 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 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: May 1, 2015

/s/ Henry A. Fernandez

Henry A. Fernandez
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

Exhibit 31.2

SECTION 302 CERTIFICATION

I, Robert Qutub, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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(s) 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 most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) 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(s) 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 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: May 1, 2015

/s/ Robert Qutub

Robert Qutub
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

**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, Chief Executive Officer 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 Quarterly Report on Form 10-Q for the period ended March 31, 2015, 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: May 1, 2015

/s/ Henry A. Fernandez	/s/ Robert Qutub
Henry A. Fernandez	Robert Qutub
Chairman, Chief Executive Officer and President	Chief Financial Officer
(Principal Executive Officer)	(Principal Financial Officer)