[Company Name]

Attn.: [>]

[Insert address]

Amsterdam, [insert date]

# Head of Terms Letter of Agreement

# by and between [Company Name] and INREV

as regards

**participation in and contribution to the Asset Level Index**

Dear [>],

The purpose of this Head of Terms Letter of Agreement (the '**LoA**') is to describe the parties’ obligations with regards to the development and maintenance of a real estate asset level index (`Asset Level Index`) and the participation in and contribution to the **Asset Level Index** project.

**Introduction**

There is a strong demand from the industry to partner with a member-driven organisation to produce a suite of indices that measure the performance of real estate assets across Europe. INREV has been chosen by the industry to meet this demand due to its independence, non-commercial agenda and experience in index construction, which enables INREV to achieve this goal. In addition, INREV’s strong working relationships with NCREIF and ANREV create the potential to achieve this goal on a global scale in the future.

**Development of the Asset Level Index**

INREV and its members have worked together on the development of the Asset Level Index consisting of a snapshot report, full report and an online asset level index analysis tool, and the infrastructure, products and services surrounding them. As a starting point INREV has focussed on key performance measures and key real estate asset characteristics. At the same time a template has been developed to accommodate an expansion of data fields and the potential for global expansion, by being able to combine NCREIF, INREV and ANREV asset level indices at some point in the future.

**Agreement**

The development and maintenance of the Asset Level Index and corresponding online analysis tool require a financial investment and data contribution from INREV members. [Company Name] commits to participate in the Asset Level Index by contributing financially, and by contributing real estate asset level data as set out in the attached data delivery template (Annex 1).

INREV and [Company Name] agree to the following:

1. INREV will use its best efforts to follow to accomplish the following main deliverables:
   1. continuously develop and maintain an online data input tool that enables asset level data collection and automated validation;
   2. collect historical data from contributing members using the online data input tool;
   3. continuously develop and maintain an online index analysis tool that will allow for the construction of custom made asset level indices;
   4. publish a quarterly asset level index snapshot and full report.
2. [Company Name] commits to provide INREV with quarterly data for real estate assets that are under direct management for a minimum period of three (3) years from consultation launch in April 2019 (2019-2021) going forward and historical data for a period starting from 31 December 2013 for the following vehicles.

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| --- | --- | --- |
| Vehicle name | AUM as at 31 Dec 2018 | Number of assets as at 31 Dec 2018 |
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Furthermore [Company Name] agrees to use its best efforts both now and in the future to provide data for the remaining real estate assets under management, and to increase the number of assets in the Asset Level Database, assuming that permission from the end investor to provide data is needed and has been obtained.

1. As soon as the asset enters the database, data should be updated on a quarterly basis no later than 8 weeks after quarter end until the asset is disposed of to another fund manager or investor.
2. Data should be provided using the attached data delivery template.
3. [Company Name] will retain all ownership rights over all data it provides for the index and [Company Name] retains the right to access its data from INREV at any time.
4. Once data provided by [Company Name] for any asset is used in index calculations, however, it cannot be withdrawn.
5. INREV will not disclose or share any asset level data provided by [Company Name], without the explicit approval of [Company Name]. INREV will only use data provided by [Company Name] in a composite where the asset, the vehicle, the manager and any investor are not identifiable.
6. Data will be stored and secured in accordance with AIFMD Level 2 implementing regulations.
7. [Company Name] commits to pay an annual amount of EUR 7,500 that will be principally used to fund development and maintenance costs such as IT infrastructure, legal costs, member training.
8. Except as required by law, INREV and [Company Name] agree not to make any public disclosures about the existence or contents of this LoA without prior notice to, and written approval of, the other party.
9. This LoA shall be governed by and construed in accordance with the laws of the Netherlands. Any action or proceeding brought by either party to enforce its rights under this LoA shall be first taken to arbitration. If arbitration does not resolve the dispute between the parties, any action or proceeding will be brought exclusively in the court of Amsterdam.

[Company Name] agrees to the above arrangement, which agreement is indicated by its countersigning of two copies in the space indicated below, and sending them to INREV. INREV will sign both and return one copy for [Company Name]’s records.

On behalf of The European Association for Investors in Non-Listed Real Estate Vehicles (INREV):

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By:

Title:

Accepted and agreed to:

Insert name addressee

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By:

Title: