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| Title | Provision | Original recipient(s) | MFN | Tags |
| No Heading | | | | | | | | |
| Access to External Legal Opinions | The Investor shall have the right to access legal opinions obtained by the Fund from external legal counsel, subject to confidentiality considerations. | Cornerstone Investor A | Y | - |
| Access to Fund's Advisory Board | If the Fund has an advisory board, the Investor shall have the right to access information about the advisory board's composition, activities, and recommendations. | Cornerstone Investor A | Y | - |
| Access to Fund's Cybersecurity Policies | The Investor shall have the right to review and provide input on the Fund's cybersecurity policies and procedures, ensuring the secure handling of sensitive information. | Cornerstone Investor A | Y | - |
| Access to Fund's Service Providers | The Investor shall have the right to access information about the Fund's service providers, including but not limited to legal counsel, auditors, and administrators, to ensure their qualifications and adherence to best practices. | Endowment Fund A | Y | - |
| Amendment of Valuation Policies | The Fund shall notify the Investor in advance of any proposed amendments to its valuation policies, providing the Investor with an opportunity to review and discuss the changes. | Cornerstone Investor A | Y | - |
| Audit Cooperation | The Fund shall cooperate fully with any audit or examination initiated by regulatory authorities, and the Investor shall be promptly informed of any such audits. | Sovereign Wealth Fund B | Y | - |
| Change in Fund Control | Any proposed change in control of the Fund, including changes in ownership or management, shall be subject to the prior written consent of the Investor. | Endowment Fund A | Y | - |
| Charitable Giving | The Fund may allocate a portion of its profits to charitable giving, and the Investor shall be consulted on the selection of charitable recipients and the overall charitable giving strategy. | Endowment Fund A | Y | - |
| Co-Investment Opportunities | The Investor shall have the opportunity to participate in co-investment opportunities alongside the Fund, subject to the terms and conditions specified in the operating agreement. | Sovereign Wealth Fund B | Y | - |
| Communication Channels | The Fund and the Investor shall establish clear and effective communication channels, ensuring timely and reliable exchange of information, notices, and updates between the parties. | Endowment Fund A | Y | - |
| Compliance Monitoring | The General Partner shall establish and maintain systems for monitoring compliance with the Fund's operating agreement, regulatory requirements, and industry best practices. | Sovereign Wealth Fund B | Y | - |
| Confidentiality of Investment Strategy | The General Partner shall not disclose the Fund's specific investment strategy to third parties without the prior written consent of the Investor. | Sovereign Wealth Fund B | Y | - |
| Confirmation of Fund Compliance | The General Partner shall provide the Investor with an annual confirmation of the Fund's compliance with all material terms of the operating agreement. | Cornerstone Investor A | Y | - |
| Confirmation of Fund's Adherence to Fair Labor Practices | The General Partner shall provide the Investor with periodic confirmations of the Fund's adherence to fair labor practices and ethical employment standards. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Adherence to Stewardship Principles | The General Partner shall provide the Investor with periodic confirmations of the Fund's adherence to stewardship principles, including responsible ownership and engagement practices. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Compliance with Fair Trade Practices | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with fair trade practices, ensuring ethical and equitable relationships with suppliers and partners. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Compliance with Industry Standards | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with relevant industry standards and best practices. | Cornerstone Investor A | Y | - |
| Confirmation of Fund's Compliance with Investor Reporting Standards | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with industry-recognized investor reporting standards. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Compliance with Shareholder Rights | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with shareholder rights, including voting policies and engagement with portfolio companies. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Compliance with Sustainable Finance Standards | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with sustainable finance standards, ensuring alignment with global sustainability goals.Investor's Right to Request Reports on Fund's Contributions to Gender Equality: The Investor shall have the right to request and receive reports on the Fund's contributions to gender equality, evaluating its impact on promoting diversity and gender balance. | Cornerstone Investor B | Y | - |
| Confirmation of Fund's Compliance with Tax Regulations | The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with relevant tax regulations and reporting requirements.Notification of Changes in Fund's Key Performance Indicators (KPIs): The General Partner shall promptly notify the Investor of any proposed changes in the Fund's key performance indicators, providing a rationale for adjustments. | Cornerstone Investor A | Y | - |
| Confirmation of Fund's ESG Commitments | The General Partner shall provide the Investor with annual confirmations of the Fund's commitments and adherence to environmental, social, and governance (ESG) principles. | Cornerstone Investor A | Y | - |
| Confirmation of Fund's Regulatory Compliance | The General Partner shall provide the Investor with regular confirmations of the Fund's compliance with relevant laws, regulations, and industry standards. | Cornerstone Investor A | Y | - |
| Confirmation of Fund's Social Impact | The General Partner shall provide the Investor with periodic confirmations of the Fund's social impact, including updates on initiatives that contribute to social and community development. | Cornerstone Investor A | Y | - |
| Disclosures of Conflicts | Cornerstone Investor A shall disclose any potential conflicts of interest that may arise during the course of managing the Fund, and the Investor shall be promptly informed of such disclosures. | Cornerstone Investor A | Y | - |
| Distribution Timing | The Fund shall make distributions to the Investor in accordance with the distribution schedule specified in the operating agreement, subject to any applicable notice periods. | Sovereign Wealth Fund B | Y | - |
| Distributions in Kind | The Fund may make distributions to the Investor in kind, and the General Partner shall provide the Investor with prior notice and details of any such in-kind distributions. | Sovereign Wealth Fund B | Y | - |
| Diversity and Inclusion Policies | The Fund shall establish and maintain diversity and inclusion policies, and the Investor shall be provided with information on the Fund's efforts in promoting diversity within its operations and portfolio companies. | Endowment Fund A | Y | - |
| Emergency Investment Decisions | In the case of urgent investment decisions necessitated by market conditions or other unforeseen circumstances, the General Partner shall promptly inform the Investor of the rationale and details of such decisions. | Sovereign Wealth Fund B | Y | - |
| ESG Reporting | The Fund shall provide the Investor with periodic reports detailing its environmental, social, and governance (ESG) initiatives, performance, and adherence to responsible investment practices. | Sovereign Wealth Fund B | Y | - |
| Fiduciary Duties | The General Partner shall exercise its fiduciary duties to act in the best interests of the Fund and its Investors, and the Investor shall be treated fairly and equitably. | Sovereign Wealth Fund B | Y | - |
| GDPR obligations | Company shall adhere to the GDPR.Company shall indemnify the Fund for any breaches of the GDPRTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTestTest | Sovereign Wealth Fund | Y | - |
| Good Faith Cooperation | The parties shall cooperate in good faith to resolve any disputes or ambiguities arising under this Agreement, seeking a mutually agreeable resolution before pursuing formal dispute resolution mechanisms. | Sovereign Wealth Fund B | Y | - |
| Information Sharing | The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. The General Partner agrees to promptly provide the Investor with any information reasonably requested regarding the Fund's financial performance, portfolio composition, and other relevant data. | Sovereign Wealth Fund | Y | - |
| Investment Sourcing | The General Partner shall disclose the sources of investment opportunities, and the Investor shall be informed of the General Partner's efforts in identifying and evaluating potential investments. | Endowment Fund A | Y | - |
| Investor's Right to Approve Material Transactions | The Investor shall have the right to approve material transactions not covered by the Fund's regular investment strategy, as specified in the operating agreement. | Cornerstone Investor A | Y | - |
| Investor's Right to External Valuation Opinion | The Investor shall have the right to obtain an external valuation opinion at its own expense in the event of disputes or concerns regarding the Fund's internal valuation processes. | Cornerstone Investor A | Y | - |
| Investor's Right to Inspect Records | The Investor shall have the right to inspect the Fund's records at any reasonable time, subject to applicable laws and confidentiality obligations. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Additional Reporting | The Investor shall have the right to request additional reporting or information beyond the standard reports provided by the Fund, subject to reasonable constraints. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Climate Risk Assessments | The Investor shall have the right to request and receive climate risk assessments for specific investments, outlining potential risks and mitigation strategies.Confirmation of Fund's Commitment to Anti-Money Laundering (AML) Compliance: The General Partner shall provide the Investor with periodic confirmations of the Fund's commitment to and compliance with anti-money laundering regulations. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Cybersecurity Audits | The Investor shall have the right to request and receive cybersecurity audits for the Fund, assessing the effectiveness of cybersecurity measures. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Diversity and Inclusion Reports | The Investor shall have the right to request and receive diversity and inclusion reports, evaluating the Fund's efforts in promoting a diverse and inclusive workplace. | Cornerstone Investor B | Y | - |
| Investor's Right to Request Environmental Compliance Reports | The Investor shall have the right to request and receive environmental compliance reports for specific investments, ensuring adherence to local and international environmental regulations. | Cornerstone Investor B | Y | - |
| Investor's Right to Request ESG Due Diligence Reports | The Investor shall have the right to request and receive environmental, social, and governance (ESG) due diligence reports for potential investments. | Cornerstone Investor A | Y | - |
| Investor's Right to Request ESG Impact Assessments | The Investor shall have the right to request and receive ESG impact assessments for specific investments within the Fund's portfolio. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Impact Assessment Reports | The Investor shall have the right to request and receive impact assessment reports for specific investments, detailing the social and environmental effects. | Cornerstone Investor A | Y | - |
| Investor's Right to Request In-Depth Due Diligence Reports | The Investor shall have the right to request and receive in-depth due diligence reports for potential investments, providing comprehensive insights into risks and opportunities. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Independent Audits | The Investor shall have the right to request independent audits or reviews of specific aspects of the Fund's financial statements or operations, with the costs borne by the Investor. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Portfolio Benchmarking | The Investor shall have the right to request and receive portfolio benchmarking reports, comparing the Fund's performance against relevant market indices.Confirmation of Fund's Compliance with Sustainable Development Goals (SDGs): The General Partner shall provide the Investor with periodic confirmations of the Fund's commitment to and alignment with the United Nations' Sustainable Development Goals. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Portfolio Stress Tests | The Investor shall have the right to request and receive stress tests for the Fund's portfolio, assessing the potential impact of adverse market conditions.Review of Fund's Alignment with Global Reporting Initiative (GRI) Standards: The Investor shall have the right to review and provide input on the Fund's alignment with Global Reporting Initiative (GRI) standards for sustainability reporting. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Scenario Analysis Reports | The Investor shall have the right to request and receive scenario analysis reports, assessing the Fund's resilience under different economic and market scenarios. | Cornerstone Investor B | Y | - |
| Investor's Right to Request Social Impact Assessments | The Investor shall have the right to request and receive social impact assessments for specific investments, evaluating the Fund's contributions to social development. | Cornerstone Investor B | Y | - |
| Investor's Right to Request Special Presentations | The Investor shall have the right to request special presentations or briefings on specific aspects of the Fund's operations, strategy, or performance.Confirmation of Fund's Alignment with UN Principles for Responsible Investment (PRI): The General Partner shall provide the Investor with periodic confirmations of the Fund's commitment to and alignment with the UN Principles for Responsible Investment. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Sustainability Impact Assessments | The Investor shall have the right to request and receive sustainability impact assessments for specific investments, measuring their long-term environmental and social effects. | Cornerstone Investor B | Y | - |
| Investor's Right to Request Tax Reports | The Investor shall have the right to request and receive tax reports, including Schedule K-1 or equivalent documents, in a timely manner for tax compliance purposes. | Cornerstone Investor A | Y | - |
| Investor's Right to Request Third-Party Risk Assessments | The Investor shall have the right to request and receive third-party risk assessments for key service providers engaged by the Fund. | Cornerstone Investor B | Y | - |
| Ipsum long form | Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. END | Sovereign Wealth Fund | Y | - |
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It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum. | Sovereign Wealth Fund | Y | - |
| Notice of Default | The General Partner shall promptly notify the Investor in the event of a default or breach of the operating agreement, providing details of the default and proposed remedies. | Cornerstone Investor A | Y | - |
| Notice of Fund Raising Activities | The General Partner shall provide the Investor with advance notice of any new fundraising activities for the Fund, including information on the intended use of proceeds. | Cornerstone Investor A | Y | - |
| Notices of Breach | In the event of a breach of this Agreement by either party, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach. | Sovereign Wealth Fund B | Y | - |
| Notification of Change in Fund Control | The General Partner shall promptly notify the Investor in the event of any change in control of the Fund, including changes in ownership or management. | Cornerstone Investor A | Y | - |
| Notification of Change in Fund Domicile | The General Partner shall promptly notify the Investor in the event of any proposed change in the Fund's domicile or legal structure. | Cornerstone Investor A | Y | - |
| Notification of Change in Fund's Tax Status | The General Partner shall promptly notify the Investor in the event of any proposed changes in the Fund's tax status or tax-related matters. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund Ownership Structure | The General Partner shall promptly notify the Investor in the event of any proposed changes in the Fund's ownership structure, including transfers of ownership interests. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund Terms | The Investor shall receive advance notice of any proposed changes to the terms of the Fund, allowing the Investor an opportunity to review and comment on such changes. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Anti-Corruption Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's anti-corruption policies, including updates to compliance procedures. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Anti-Harassment Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's anti-harassment policies, ensuring a safe and inclusive work environment.Investor's Right to Request Reports on Fund's Contributions to Racial Equity: The Investor shall have the right to request and receive reports on the Fund's contributions to racial equity, evaluating its impact on promoting diversity and inclusion.Review of Fund's Compliance with Sustainable Development Finance Institutions (SDFIs): The Investor shall have the right to review and provide input on the Fund's compliance with the standards set by Sustainable Development Finance Institutions. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Borrowing Arrangements | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's borrowing arrangements or debt financing. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Co-GP Agreements | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's co-general partner agreements, including modifications to profit-sharing arrangements. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Co-Investment Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's co-investment policies, including terms and conditions. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Corporate Governance Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's corporate governance policies, including adjustments to board structures. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Currency Hedging Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's currency hedging policies, including adjustments to hedging strategies. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Data Privacy Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's data privacy policies, ensuring compliance with relevant data protection laws. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Disaster Recovery Plans | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's disaster recovery plans and business continuity measures. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Distribution Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's distribution policies, including modifications to the distribution waterfall. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Environmental Certification | The General Partner shall promptly notify the Investor of any changes in the Fund's environmental certifications or achievements. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Exit Strategy | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's exit strategy, including adjustments to the timing and approach. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Governance Structure | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's governance structure, including modifications to the roles and responsibilities of key personnel. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Investment Committee | The General Partner shall promptly notify the Investor of any proposed changes in the composition or authority of the Fund's Investment Committee. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Leverage Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's leverage policies, including adjustments to leverage ratios. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Political Contribution Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's political contribution policies, ensuring transparency and adherence to applicable laws.Investor's Right to Request Reports on Fund's Contributions to Affordable Housing: The Investor shall have the right to request and receive reports on the Fund's contributions to affordable housing, evaluating its impact on housing accessibility.Confirmation of Fund's Adherence to UN Global Compact Principles: The General Partner shall provide the Investor with periodic confirmations of the Fund's adherence to the principles of the United Nations Global Compact. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Privacy Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's privacy policies, ensuring compliance with applicable data protection laws and regulations.Investor's Right to Request Reports on Fund's Contributions to Education: The Investor shall have the right to request and receive reports on the Fund's contributions to education, evaluating its impact on educational initiatives and access. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Responsible Exit Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's responsible exit policies, including considerations for the social and environmental impact of exit strategies. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Service Providers | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's key service providers, including administrators, custodians, and legal counsel. | Cornerstone Investor A | Y | - |
| Notification of Changes in Fund's Shareholder Engagement Practices | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's shareholder engagement practices, ensuring active and responsible engagement.Investor's Right to Request Reports on Fund's Contributions to Cultural Preservation: The Investor shall have the right to request and receive reports on the Fund's contributions to cultural preservation, evaluating its impact on cultural heritage.Confirmation of Fund's Compliance with Principles for Responsible Banking: The General Partner shall provide the Investor with periodic confirmations of the Fund's compliance with the Principles for Responsible Banking established by the United Nations.Notification of Changes in Fund's Corporate Social Responsibility (CSR) Policies: The General Partner shall promptly notify the Investor of any proposed changes in the Fund's Corporate Social Responsibility (CSR) policies, ensuring alignment with best practices. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Supply Chain Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's supply chain policies, ensuring responsible and ethical sourcing practices.Investor's Right to Request Reports on Fund's Contribution to UN SDGs: The Investor shall have the right to request and receive reports on the Fund's contribution to the United Nations Sustainable Development Goals (SDGs), evaluating its impact on global development priorities.Confirmation of Fund's Adherence to Anti-Bribery and Corruption Standards: The General Partner shall provide the Investor with periodic confirmations of the Fund's adherence to anti-bribery and corruption standards, including compliance with the U.S. Foreign Corrupt Practices Act (FCPA).Notification of Changes in Fund's Anti-Money Laundering (AML) Procedures: The General Partner shall promptly notify the Investor of any proposed changes in the Fund's anti-money laundering (AML) procedures, ensuring robust measures to prevent money laundering activities.Investor's Right to Request Reports on Fund's Contributions to Community Development: The Investor shall have the right to request and receive reports on the Fund's contributions to community development, evaluating its impact on local economies and communities. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Technology Infrastructure | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's technology infrastructure, ensuring secure data management and communication. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Whistleblower Protection Policies | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's whistleblower protection policies, ensuring robust protection for individuals reporting misconduct.Investor's Right to Request ESG Training for Fund Personnel: The Investor shall have the right to request and receive information on the Fund's initiatives to provide ESG training to its personnel, enhancing their understanding of sustainable investment practices. | Cornerstone Investor B | Y | - |
| Notification of Changes in Fund's Whistleblower Reporting Channels | The General Partner shall promptly notify the Investor of any proposed changes in the Fund's whistleblower reporting channels, ensuring accessibility and effectiveness in reporting misconduct.Investor's Right to Request Reports on Fund's Contributions to Economic Development: The Investor shall have the right to request and receive reports on the Fund's contributions to economic development, evaluating its impact on job creation and economic growth. | Cornerstone Investor B | Y | - |
| Notification of Key Person Events | The General Partner shall promptly notify the Investor in the event of a key person event, as defined in the operating agreement. | Cornerstone Investor A | Y | - |
| Policies on Side Letter Requests | The Fund shall establish policies for considering and responding to side letter requests from Investors, ensuring fair and consistent treatment. | Sovereign Wealth Fund B | Y | - |
| Portfolio Monitoring | The Fund shall implement robust portfolio monitoring systems, and the Investor shall receive periodic updates on the performance and status of individual investments within the portfolio. | Endowment Fund A | Y | - |
| Records Retention | The Fund shall retain all records related to the Fund's activities for a period specified in the operating agreement, and the Investor shall have the right to inspect such records. | Sovereign Wealth Fund B | Y | - |
| Recycling of Proceeds | Proceeds from the sale of Fund assets may be reinvested in new opportunities, and the General Partner shall communicate the rationale behind such recycling of proceeds to the Investor. | Sovereign Wealth Fund B | Y | - |
| Resignation of General Partner | In the event of the resignation of the General Partner, the Investor shall have the right to participate in the selection of a replacement, subject to the terms of the operating agreement. | Endowment Fund A | Y | - |
| Review of Co-Investment Terms | The Investor shall have the right to review and provide input on the terms and conditions of co-investments, ensuring alignment with the Investor's interests. | Cornerstone Investor A | Y | - |
| Review of External Fund Managers | If the Fund engages external fund managers for specific investments, the Investor shall have the right to review and provide input on the selection and performance of such managers. | Cornerstone Investor A | Y | - |
| Review of Fund Expenses | The Investor shall have the right to review and approve the annual budget and expenses of the Fund, ensuring transparency and accountability in the allocation of resources. | Endowment Fund A | Y | - |
| Review of Fund's Alignment with Impact Investing Principles | The Investor shall have the right to review and provide input on the Fund's alignment with impact investing principles, assessing the Fund's contributions to positive social and environmental outcomes. | Cornerstone Investor B | Y | - |
| Review of Fund's Alignment with Industry ESG Frameworks | The Investor shall have the right to review and provide input on the Fund's alignment with industry-recognized environmental, social, and governance (ESG) frameworks. | Cornerstone Investor B | Y | - |
| Review of Fund's Alignment with Net-Zero Commitments | The Investor shall have the right to review and provide input on the Fund's alignment with net-zero commitments and efforts to reduce carbon emissions. | Cornerstone Investor B | Y | - |
| Review of Fund's Compliance with ESG Disclosure Standards | The Investor shall have the right to review and provide input on the Fund's compliance with industry-recognized environmental, social, and governance (ESG) disclosure standards. | Cornerstone Investor B | Y | - |
| Review of Fund's Conflict of Interest Policies | The Investor shall have the right to review and provide input on the Fund's conflict of interest policies, ensuring effective measures to identify, manage, and disclose potential conflicts.Notification of Changes in Fund's Cybersecurity Incident Response Plans: The General Partner shall promptly notify the Investor of any proposed changes in the Fund's cybersecurity incident response plans, ensuring a timely and effective response to cybersecurity threats.Investor's Right to Request Reports on Fund's Contributions to Health and Well-being: The Investor shall have the right to request and receive reports on the Fund's contributions to health and well-being, evaluating its impact on healthcare initiatives and access. | Cornerstone Investor B | Y | - |
| Review of Fund's Disaster Recovery Plans | The Investor shall have the right to review and provide input on the Fund's disaster recovery plans and business continuity measures. | Cornerstone Investor A | Y | - |
| Review of Fund's Environmental Impact | The Investor shall have the right to review reports on the Fund's overall environmental impact, including carbon footprint assessments and sustainability initiatives. | Cornerstone Investor A | Y | - |
| Review of Fund's Human Rights Policies | The Investor shall have the right to review and provide input on the Fund's policies related to human rights, ensuring alignment with international standards. | Cornerstone Investor B | Y | - |
| Review of Fund's Investor Relations Strategy | The Investor shall have the right to review and provide input on the Fund's investor relations strategy, ensuring alignment with the Investor's expectations and preferences. | Cornerstone Investor A | Y | - |
| Review of Fund's Liquidity Management | The Investor shall have the right to review and provide input on the Fund's liquidity management practices, ensuring alignment with the Investor's liquidity preferences. | Cornerstone Investor A | Y | - |
| Review of Fund's Risk Management Policies | The Investor shall have the right to review and provide input on the Fund's risk management policies, ensuring alignment with the Investor's risk tolerance. | Cornerstone Investor A | Y | - |
| Review of Fund's Third-Party Verification Processes | The Investor shall have the right to review and provide input on the Fund's third-party verification processes, ensuring the accuracy and reliability of reported environmental and social impact metrics. | Cornerstone Investor B | Y | - |
| Review of Fund's Use of Alternative Data | The Investor shall have the right to review and provide input on the Fund's use of alternative data sources in its investment decision-making process. | Cornerstone Investor A | Y | - |
| Review of Fund's Use of External Consultants | The Investor shall have the right to review and provide input on the engagement of external consultants by the Fund for specific projects or advisory services. | Cornerstone Investor A | Y | - |
| Review of Investment Policies | The Investor shall have the right to review and provide input on the Fund's investment policies, including policies related to risk management and asset allocation. | Cornerstone Investor A | Y | - |
| Review of Third-Party Reports | The Investor shall have the right to review and comment on third-party reports, such as market analyses or due diligence reports, commissioned by the Fund. | Cornerstone Investor A | Y | - |
| Suspension of Redemptions | In extraordinary circumstances, the Fund may suspend redemptions, and the Investor shall be promptly notified of the suspension, along with the reasons and expected duration. | Endowment Fund A | Y | - |
| Technology Infrastructure | The General Partner shall maintain appropriate technological infrastructure to ensure the secure storage and retrieval of electronic records, protecting the confidentiality and integrity of Investor information. | Sovereign Wealth Fund B | Y | - |
| Termination without Cause | The Investor shall have the right to terminate this Agreement without cause upon written notice to the General Partner, subject to any applicable notice period. | Sovereign Wealth Fund B | Y | - |
| Transfer Restrictions | Any transfer of interests in the Fund shall be subject to restrictions as outlined in the operating agreement, and the Investor shall comply with these restrictions. | Sovereign Wealth Fund B | Y | - |
| Transparency on Fees | The General Partner shall provide a breakdown of all fees charged to the Fund, including management fees, carried interest, and any other fees, ensuring transparency for the Investor. | Sovereign Wealth Fund B | Y | - |
| Use of Leverage | If the Fund employs leverage, the General Partner shall disclose the terms and conditions of such leverage, and the Investor shall be informed of any material changes to the leverage structure. | Sovereign Wealth Fund B | Y | - |
| Withdrawal Procedures | Procedures for Investor withdrawals, including any notice periods and redemption terms, shall be clearly defined in the operating agreement and communicated to the Investor. | Sovereign Wealth Fund B | Y | - |
| aa | | | | | | | | |
| Anti-Money Laundering | The Investor agrees to provide such information and take such other actions as the Fund or the Manager may reasonably request to comply with applicable anti-money laundering laws and regulations. | Global Pension Fund, Public Employees Retirement Association, Endowment Fund C, Investment Authority L, Retirement Systems V | Y | Ishan provision two |
| Anti-Money Laundering | The Investor agrees to comply with all anti-money laundering laws and regulations and to provide any requested documentation. | Public Pension Fund G, Investment Authority L, Retirement Systems V | Y | Ishan provision one |
| Carried Interest | The Manager shall be entitled to a carried interest of [X]% of the Fund's profits. Such carried interest shall be calculated and paid to the Manager at the time of any distribution of profits or other liquidation of the Fund. | Investment Authority B, Pension Fund D, Pension Fund R, Private Pension Group U | Y | - |
| Clawback | If the carried interest paid to the Manager pursuant to Section [X] hereof is subsequently reduced, and the Manager has already received payment of such carried interest, the Manager shall promptly pay to the Fund an amount equal to such reduction. | Asset Management Corporation, Public Pension Fund G, Endowment Fund I, Investment Manager S | Y | - |
| Clawback | The Fund may require the Investor to return all or a portion of the distributions received in certain circumstances. | Investment Management Firm F, Sovereign Wealth Fund K, Pension Fund N | Y | - |
| Confidentiality | The Investor agrees to keep confidential all non-public information received from the Fund or the Manager and not to use such information for any purpose other than evaluating its investment in the Fund. | Global Pension Fund, Sovereign Wealth Fund H, Asset Management Corporation M, Investment Manager S | Y | - |
| Confidentiality | Limited partners shall keep confidential all information received from the fund regarding its investments and affairs. | Retirement Systems V, Insurance Group W, Company Z | Y | - |
| Confidentiality | The Investor agrees to keep confidential all information and data provided by the Fund or any other party in relation to the Fund. | Investment Authority B, Public Pension Fund G, Pension Fund N | Y | - |
| Fees and Expenses | The management fee for the fund shall be 2% per annum. | Pension Fund D, Endowment Fund I, Sovereign Wealth Fund O | Y | - |
| Fees and Expenses | The Investor agrees to pay all fees and expenses incurred in connection with the investment, including management fees, administrative expenses, and legal fees. | Global Pension Fund, Endowment Fund C, Insurance Group W | Y | - |
| Governing Law | This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], and the parties submit to the exclusive jurisdiction of the courts of [Jurisdiction]. | Sovereign Wealth Fund A, Sovereign Wealth Fund E, Public Pension Fund G, Investment Management Firm P, Private Pension Group U | Y | - |
| Governing Law and Jurisdiction | This agreement will be governed by and construed in accordance with the laws of the jurisdiction agreed by the parties and any disputes arising out of this agreement will be resolved in the courts of such jurisdiction. | Pension Fund R, Investment Manager S, Government Investment Corp X | Y | - |
| Indemnification | The Manager shall indemnify the Investors against any loss, cost, liability, or expense arising out of any breach by the Manager of its obligations under this Agreement. | Public Employees Retirement Association, Investment Authority B, Pension Fund N, Pension Fund R | Y | - |
| Investment Strategy | The fund shall invest primarily in securities of US companies. | Public Employees Retirement Association, Investment Authority B, Sovereign Wealth Fund O | Y | - |
| Investor Representations | The Investor represents and warrants to the Fund and the Manager that it is acquiring an interest in the Fund for its own account for investment purposes only and not with a view to the distribution thereof. | Public Employees Retirement Association, Investment Management Firm F, Pension Fund N, Sovereign Wealth Fund O, Pension Fund R, Research Group T | Y | - |
| Key Person Event | The Fund agrees to notify the Investor in the event of a key person leaving the Fund and to allow the Investor the opportunity to withdraw its investment. | Sovereign Wealth Fund E, Investment Authority L, Retirement Systems V | Y | - |
| Management Fee | The Manager shall be entitled to a management fee equal to [X]% per annum of the net asset value of the Fund, payable quarterly in arrears. | Sovereign Wealth Fund E, Pension Fund J, Investment Management Firm P, Investment Manager S, Retirement Systems V | Y | - |
| No Conflicting Agreements | The Investor represents and warrants that it is not a party to any agreement which conflicts with its obligations hereunder. | Pension Fund J, Sovereign Wealth Fund K, Pension Fund R | Y | - |
| No Partnership | Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the Fund, the Manager, and the Investors. | Pension Fund D, Investment Management Firm F, Endowment Fund I, Sovereign Wealth Fund O, Research Group T | Y | - |
| Non-Competition | The Investor agrees not to compete with the Fund in any manner during the term of the investment and for a specified period of time thereafter. | Sovereign Wealth Fund K, Investment Management Firm P, Capital Management Q | Y | - |
| Redemption | The Fund agrees to redeem the Investor's interest at the end of the investment term or upon request subject to certain conditions. | Sovereign Wealth Fund A, Investment Management Firm F, Government Investment Corp X | Y | - |
| Redemption Terms | Limited partners may not redeem their interests in the fund for a period of 5 years from the date of investment. | Asset Management Corporation, Investment Authority L, Pension Fund N | Y | - |
| Reporting | The Fund agrees to provide regular reports to the Investor regarding the Fund's financial performance and other matters. | Sovereign Wealth Fund H, Asset Management Corporation M, Company Z | Y | - |
| Side Letter Amendment | This side letter may be amended only by written agreement of both the Fund and the Investor. | Endowment Fund C, Sovereign Wealth Fund K, Capital Management Q | Y | - |
| Tax Matters | The Investor acknowledges that tax consequences may result from the investment and agrees to indemnify and hold the Fund harmless for any taxes, penalties, or interest arising from the investment. | Public Employees Retirement Association, Sovereign Wealth Fund O, Private Pension Group U | Y | - |
| Term and Termination | This Agreement shall continue in effect until terminated by the Fund or the Manager upon [X] days' prior written notice to the Investors. | Asset Management Corporation, Pension Fund J, Sovereign Wealth Fund K, Investment Manager S | Y | - |
| Termination | The Fund or the Investor may terminate this agreement under certain circumstances, including material breach by the other party. | Pension Fund J, Pension Fund N, Research Group T | Y | - |
| Transfer of Interests | Limited partners may not transfer their interests in the fund without the prior written consent of the general partner. | Investment Management Firm F, Capital Management Q, Private Pension Group U | Y | - |
| Transfer Restrictions | The Investor shall not transfer, sell, pledge, hypothecate, or otherwise dispose of any interest in the Fund, except as permitted under this Agreement. | Sovereign Wealth Fund A, Investment Authority L, Investment Manager S, Private Pension Group U | Y | - |
| Transfer Restrictions | The Investor agrees not to transfer or assign any interest in the Fund without the prior written consent of the General Partner. | Asset Management Corporation M, Pension Fund R, Investment Manager S | Y | - |
| Voting Rights | The Investor agrees to give the General Partner the authority to vote on behalf of the Investor on all matters related to the Fund. | Sovereign Wealth Fund H, Endowment Fund I, High Net Worth Individual Y | Y | - |