#### Final Terms dated 12 February 2021

## **International Bank for Reconstruction and Development**

Issue of

# COP 60,000,000,000 3.375 per cent. Notes due 17 February 2026 payable in United States Dollars

under the

### **Global Debt Issuance Facility**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "Conditions") set forth in the Prospectus dated May 28, 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with such Prospectus.

UK MiFIR product governance / Retail investors, professional investors and ECPs target market – See Term 28 below.

#### SUMMARY OF THE NOTES

Basis:

14. Listing:

12. Call/Put Options (Condition 6):

15. Method of distribution:

13. Status of the Notes (Condition 3):

1. Issuer: International Bank for Reconstruction and Development ("IBRD") 2. (i) Series Number: 101317 (ii) Tranche Number: Specified Currency or Currencies 3. The lawful currency of the Republic of Colombia, the (Condition 1(d)): Colombian Peso ("COP"), provided that all payments in respect of the Notes will be made in United States Dollars ("USD") 4. Aggregate Nominal Amount: (i) Series: COP 60,000,000,000 (ii) Tranche: COP 60,000,000,000 5. (i) Issue Price: 100 per cent. of the Aggregate Nominal Amount USD 16,968,325.79 (equivalent to COP 60,000,000,000 at (ii) Net Proceeds: the COP/USD exchange rate of COP 3,536 per one USD) 6. Specified Denominations (Condition 1(b)): COP 10,000,000 7. Issue Date: 17 February 2021 8. Maturity Date (Condition 6(a)): 17 February 2026 9. Interest Basis (Condition 5): 3.375 per cent. Fixed Rate (further particulars specified below in Term 16) 10. Redemption/Payment Basis (Condition 6): Redemption at par, payable in USD 11. Change of Interest or Redemption/Payment Not Applicable

Not Applicable

Non-syndicated

Unsecured and unsubordinated

Luxembourg Stock Exchange

# http://www.oblible.com

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions (Condition 5(a)):

Applicable

Rate of Interest:

3.375 per cent. per annum payable annually in arrear

(ii) Interest Payment Date(s):

17 February in each year, from and including 17 February 2022 to and including the Maturity Date, not subject to adjustment in

accordance with a Business Day Convention.

(iii) Interest Period Date(s):

Each Interest Payment Date

(iv) Business Day Convention:

Not Applicable

(v) Day Count Fraction:

Actual/Actual (ICMA)

(vi) Interest Amount:

The Interest Amount payable per Specified Denomination on each Interest Payment Date will be an amount in USD determined by the Calculation Agent on the relevant COP

Valuation Date equal to the product of:

(a) the Specified Denomination multiplied by the Rate

of Interest;

(b) 1 divided by the COP Reference Rate on such COP Valuation Date (as defined in Term 17 below); and

(c) the Day Count Fraction.

(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:

Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

17. Final Redemption Amount of each Note (Condition 6):

The Final Redemption Amount per Specified Denomination will be payable in USD on the Maturity Date and shall be determined by the Calculation Agent by applying the following formula on the COP Valuation Date immediately prior to the Maturity Date:

> Specified Denomination divided by COP Reference Rate.

Where:

"Bogotá Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Bogotá.

"Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Bogotá, London and New York.

"Calculation Agent" means Citibank, N.A., London Branch.

"COP Reference Rate" means, in respect of a COP Valuation Date, the COP/USD representative exchange rate, expressed as the amount of COP per one USD, for settlement on that same day, reported by the Superintendencia Financiera de Colombia (Financial Superintendency of Colombia) (www.superfinanciera.gov.co) as the "Tasa Representativa del Mercado (TRM)" at approximately 5:00 p.m. Bogotá time, but not later than 10:30 a.m., Bogotá time, on the first Business Day following such COP Valuation Date ("COP02").

If Annex A to the 1998 FX and Currency Option Definitions published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (the "FX Definitions") is amended such that COP02 is replaced by a successor price source for the COP/USD exchange rate in such Annex A to the FX Definitions (the "Successor Price Source Definition"), then the COP Reference Rate for the applicable COP Valuation Date will be determined in accordance with such Successor Price Source Definition.

If the COP Reference Rate cannot be determined in accordance with the preceding paragraphs with respect to such COP Valuation Date, then the COP Reference Rate shall be determined by the Calculation Agent by requesting five Reference Banks (selected by the Calculation Agent at its sole discretion) for their COP/USD exchange rate at approximately 5:00 p.m. Bogotá time on the first Business Day following such COP Valuation Date.

If five or four quotations are provided as requested, the COP Reference Rate will be the arithmetic mean (rounded to the nearest whole COP, 0.5 being rounded upwards) of the remaining three or two such quotations, as the case may be, for such rate provided by the Reference Banks, after disregarding the highest such quotation and the lowest such quotation (provided that, if two or more such quotations are the highest such quotations, then only one of such quotations are the lowest quotations, then only one of such quotations are the lowest quotations, then only one of such lowest quotations will be disregarded).

If only three or two such quotations are provided as requested, the COP Reference Rate shall be determined as described above except that the highest and lowest quotations will not be disregarded.

If none or only one of the Reference Banks provides such quotation, the COP Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice, by reference to such additional sources as it deems appropriate.

"COP Valuation Date" means, for any Interest Payment Date or the Maturity Date or date on which an amount is payable, the fifth Business Day prior to such date, provided however that if such date is an Unscheduled Holiday, the COP Valuation Date shall be the next following Business Day, provided, however, that if the next day is also an Unscheduled Holiday, the COP Reference Rate will be determined by the Calculation Agent on such day in its sole discretion acting in good faith in a commercially reasonable manner having taken into account

relevant market practice and by reference to such additional sources as it deems appropriate.

"Reference Banks" means five major banks in the Colombia interbank market selected by the Calculation Agent.

"Unscheduled Holiday" means a day that is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Bogotá two Bogotá Business Days prior to the relevant COP Valuation Date.

18. Early Redemption Amount (Condition 6(c)):

The Final Redemption Amount per Specified Denomination as determined in accordance with Term 17 above plus accrued and unpaid interest, if any, as determined in accordance with Term 16, except that the COP Reference Rate shall be determined by the Calculation Agent on the day that is five (5) Business Days prior to the day on which the Early Redemption Amount shall be due and payable (an "Early Redemption COP Valuation Date") and all the references to "COP Valuation Date" shall be deemed to be replaced by "Early Redemption COP Valuation Date".

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

19. Form of Notes (Condition 1(a)): Registered Notes

Global Registered Certificate available on Issue Date

20. New Global Note: No

21. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)):

Bogotá, London and New York

22. Governing law (Condition 14): English

23. Other final terms: The first sentence of Condition 7(a)(ii) is hereby replaced by

the following: "Interest (which for the purpose of this Condition 7(a) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the calendar day before the due date for payment thereof (the

"Record Date")."

#### **DISTRIBUTION**

24. (i) If syndicated, names of Managers and underwriting commitments:

Not Applicable

(ii) Stabilizing Manager(s) (if any): Not Applicable

25. If non-syndicated, name of Dealer: Morgan Stanley & Co. International plc

26. Total commission and concession: Not Applicable

27. Additional selling restrictions: Colombia

Neither the Prospectus, these Final Terms nor the Notes has been registered at the National Register of Securities and Issuers (*Registro Nacional de Valores y Emisores*) managed by the Finance Superintendence of Colombia (*Superintendencia Financeria De Colombia*). The Notes shall not be offered under a public offering of securities in Colombia and may only be

28. UK MiFIR product governance / Retail investors, professional investors and ECPs target market: exchanged within the territory of the Republic of Colombia to the extent permitted by applicable law, accordingly, the offering has not been, and will not be authorized by the Finance Superintendence of Colombia.

Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("UK MiFIR") product governance / Retail investors, professional investors and eligible counterparties ("ECPs") target market - Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties (as defined in the United Kingdom Financial Conduct Authority (the "FCA") Handbook Conduct of Business Sourcebook ("COBS")), professional clients (as defined in UK MiFIR) and retail clients (as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

For the purposes of this Term 28, "manufacturer" means the Dealer.

IBRD does not fall under the scope of application of UK MiFIR. Consequently, IBRD does not qualify as an "investment firm", "manufacturer" or "distributor" for the purposes of UK MiFIR.

#### **OPERATIONAL INFORMATION**

29. ISIN Code: XS2299137948 30. Common Code: 229913794

31. Delivery: Delivery against payment

32. Registrar and Transfer Agent (if any): Citibank, N.A., London Branch

33. Intended to be held in a manner which would allow Eurosystem eligibility:

#### GENERAL INFORMATION

IBRD's most recent Information Statement was issued on 23 September 2020.

#### **USE OF PROCEEDS**

Supporting sustainable development in IBRD's member countries

The net proceeds from the sale of the Notes will be used by IBRD to finance sustainable development projects and programs in IBRD's member countries (without being committed or earmarked for lending to, or financing of, any particular projects, programs or activities). Prior to use, the net proceeds will be invested by IBRD's Treasury in accordance with IBRD's liquid asset management investment policies. IBRD's financing is made available solely to middle-income and creditworthy lower-income member countries who are working in partnership with IBRD to eliminate extreme poverty and boost shared prosperity, so that they can achieve equitable and sustainable economic growth in their national economies and find sustainable solutions to pressing regional and global economic and environmental problems. Projects and programs supported by IBRD are designed to achieve a positive social impact and undergo a rigorous review and internal approval process aimed at safeguarding equitable and sustainable economic growth.

IBRD integrates the following five global themes into its lending activities helping its borrowing members create sustainable development solutions: climate change; gender; infrastructure, public-private partnerships and guarantees; knowledge management; and fragility, conflict and violence.

IBRD's administrative and operating expenses are covered entirely by IBRD's various sources of revenue (net income) consisting primarily of net loan revenues and investment income (as more fully described in the Information Statement).

#### LISTING APPLICATION

These Final Terms comprise the final terms required for the admission to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's regulated market of the Notes described herein issued pursuant to the Global Debt Issuance Facility of International Bank for Reconstruction and Development.

## RESPONSIBILITY

IBRD accepts responsibility for the information contained in these Final Term	ns.
Signed on behalf of IBRD:	
By:	
Name:	
Title:	
Duly Authorized	