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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
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**REPORT OF
INTERNATIONAL FINANCE CORPORATION**

In respect of its
USD 300,000,000 Floating Rate Coupon Notes due 2011
under its
Global Medium-Term Note Program

FILED PURSUANT TO RULE 3 OF REGULATION IFC

Dated: July 15, 2010

The following information regarding an issue of USD 300,000,000 aggregate principal amount of Notes due July 15, 2011 (the "Notes") by International Finance Corporation (the "Corporation") under its Global Medium-Term Note Program is being filed pursuant to Rule 3 of Regulation IFC. As authorized by Rule 4 of Regulation IFC, certain information may be provided in the form of a Prospectus and other comparable documents. In the case of the Notes, the relevant issuing documentation is the Information Statement dated December 1, 2009 (the "Information Statement"), the Prospectus dated June 3, 2008 (the "Prospectus"), the Amended and Restated Program Agreement and Standard Provisions dated as of June 3, 2008 (the "Program Agreement"), the Amended and Restated Global Agency Agreement dated as of June 3, 2008 (the "Global Agency Agreement"), the Final Terms dated July 13, 2010 (the "Final Terms"), and the Terms Agreement dated July 13, 2010 (the "Terms Agreement"), each of which is either attached as an Exhibit hereto or incorporated by reference from previous SEC filings made by the Corporation.

Item 1. Description of Obligations

See, generally, Final Terms.

- (a) Title and Date. USD 300,000,000 Floating Rate Coupon Notes due 2011.

Upon initial issuance, the Notes will be represented by a DTC Global Certificate deposited with Citibank, N.A., London Branch, as custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC"). See Prospectus.

- (b) Interest Rate/Interest Payment Date. One month LIBOR payable monthly in arrears on January 15th, February 15th, March 15th, April 15th, May 15th, June 15th, July 15th, August 15th, September 15th, October 15th, November 15th and December 15th, commencing on August 15, 2010. See, Final Terms, Item 16.
- (c) Maturity Date. July 15, 2011.
- (d) Redemption Provisions/Amortization Provisions. The Notes are not redeemable prior to maturity. See Prospectus, Terms and Conditions of the Notes, Condition 5.
- (e) Kind and Priority of Liens. Not applicable.
- (f) Priority of Obligations. The Notes will constitute direct, unconditional, general and unsecured obligations of the Corporation and will rank pari passu and without any preference among themselves and pari passu with

all other outstanding unsecured and unsubordinated obligations for borrowed money of the Corporation. See Prospectus, Terms and Conditions of the Notes, Condition 3.

(g) Amendment of Terms.

The Corporation shall only permit any modification of, or any waiver or authorization of any breach or proposed breach of or any failure to comply with, the Global Agency Agreement or the Terms and Conditions of the Notes, as modified, supplemented and amended by the Final Terms, if to do so could not reasonably be expected to be materially prejudicial to the interests of the Noteholders. See Prospectus at p. 37.

(h) Other Material Provisions. Not Applicable

- (i) Fiscal/Paying Agent. The Global Agent is Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, England; the Listing Agent (Luxembourg), Paying Agent and Transfer Agent is Dexia Banque Internationale à Luxembourg, S.A., 69 route d'Esch, Luxembourg, L-2450, Luxembourg.

Item 2. Distribution of Obligations

- (a) Plan of Distribution. See, generally, Prospectus, cover page, pp. 45-47, the Program Agreement, and the Terms Agreement.

The Dealer, party to the Terms Agreement, has agreed to purchase the Notes at an aggregate purchase price of 100.00 per cent. of the aggregate principal amount of the Notes. See p. 1 of the Terms Agreement.

- (b) Stabilization Provisions. Not Applicable

- (c) Responsibility of Each Underwriter/Withholding of Commissions. See generally Program Agreement and Terms Agreement.

Item 3. Distribution Spread

See Final Terms, "Distribution".

Item 4. Discounts and Commissions to Sub-Underwriters and Dealers

See Item 2(a) above.

Item 5. Other Expenses of Distribution

Not applicable.

Item 6. Application of Proceeds

The net proceeds will be used for general operations of the Corporation in accordance with its Articles of Agreement.

Item 7. Exhibits

- A. Information Statement (December 1, 2009);¹
- B. Prospectus (June 3, 2008);²
- C. Amended and Restated Program Agreement and Standard Provisions (as of June 3, 2008);²
- D. Amended and Restated Global Agency Agreement dated as of June 3, 2008 (effective July 20, 2006);²
- E. Resolution No. IFC 2009-0033 adopted June 28, 2010 by the Board of Directors of the Corporation;
- F. Final Terms (July 13, 2010); and
- G. Terms Agreement (July 13, 2010).

¹ Incorporated by reference from filing pursuant to Rule 2(a)(3) of Regulation IFC dated December 1, 2009.

² Filed on September 17, 2008.

INTERNATIONAL FINANCE CORPORATION**RESOLUTION NO. IFC 2010-0059****FY11 Funding Authorization**

WHEREAS, the Corporation has determined that it is in the Corporation's best interest to borrow funds in various markets or from other sources in specified currencies or currency units from time to time and, for that purpose, to issue its notes, bonds, structured debt instruments or other evidences of indebtedness ("Obligations");

WHEREAS, by Resolution No. IFC 97-26, approved by the Board of Directors on June 19, 1997, the Corporation is authorized to repurchase, redeem or tender for, from time to time, outstanding Obligations issued by the Corporation in various markets and denominated in various currencies or currency units;

WHEREAS, the Corporation has determined that it is in its best interest to be able to increase its funding authority during FY11 in order to prefund a portion of the Corporation's FY12 borrowing requirements after completion of the FY11 funding program;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

(A) THAT, during the period from July 1, 2010 through June 30, 2011 (both dates inclusive), the Corporation is authorized to borrow, in various markets or from other sources (including without limitation from the International Bank for Reconstruction and Development ("IBRD"), to the extent separately authorized by the Board of Directors of IBRD and the Corporation) and in various currencies or currency units, and for that purpose to issue its Obligations, in an aggregate principal amount (or in the case of zero coupon or deep discount Obligations the aggregate gross proceeds) not to exceed US\$12,500,000,000 equivalent, determined by any Authorized Officer (defined in paragraph (I) below) on the basis of exchange rates prevailing as of the dates on which the financial terms of the respective borrowings are agreed, such Obligations to be in such form and denominations, and to bear such interest rate, maturity and other terms, as shall be approved by any Authorized Officer;

(B) THAT, during the period from July 1, 2010 through June 30, 2011 (both dates inclusive), subject to completion of its FY11 funding program in accordance with the authority granted under paragraph (A) above, and for purposes of prefunding a portion of the Corporation's FY12 borrowing requirement, the Corporation is authorized to borrow, in various markets and from other sources and in various currencies or currency units, and for that purpose to issue its Obligations in an aggregate principal amount (or, in the case of zero coupon or deep discount Obligations, the aggregate gross proceeds) not to exceed US\$2,500,000,000 equivalent, determined by any Authorized Officer on the basis of exchange rates prevailing as of the dates on which the financial terms of the respective borrowings are agreed, such Obligations to be in such form and denominations, and to bear such interest rate, maturity and other terms, as shall be approved by any Authorized Officer;

(C) THAT, during the period from July 1, 2010 through June 30, 2011 (both dates inclusive), for purposes of funding investment operations with a maturity of one year or less approved by the Board of Directors of the Corporation and expected to be disbursed by the Corporation during such period, the Corporation is authorized to borrow, in addition to amounts borrowed by the Corporation under paragraphs (A) and (B) above, in various markets and from other sources and in various currencies or currency units, and for that purpose to issue its Obligations in an aggregate principal amount (or, in the case of zero coupon or deep discount Obligations, the aggregate gross proceeds) at any time outstanding not to exceed the aggregate committed principal amount of such investment operations, such Obligations to be in such form and denominations, and to bear such interest rate, maturity and other terms, as shall be approved by any Authorized Officer;

(D) THAT, in addition to issuing its own Obligations, the Corporation is authorized to structure its funding transactions in a manner that, as determined by an Authorized Officer, meets the requirements of the Islamic finance markets, and that such structures may include, without limitation, features such as the establishment of special-purpose vehicles ("SPVs") to hold in trust assets originated by IFC and transferred to such SPVs, the issuance by such SPVs of trust certificates evidencing ownership interests in such assets, the sale and repurchase of such assets by IFC to and from such SPVs from time to time, and such other features as an Authorized Officer deems advisable under the circumstances, and that the trust certificates, notes, bonds, structured debt instruments or other evidences of indebtedness issued in connection with any such funding transaction shall be deemed to be "Obligations" for purposes of this Resolution;

(E) THAT, with respect to any issue of Obligation under the terms and conditions of which the Corporation is obligated or may elect to redeem or prepay such Obligation before maturity, any Authorized Officer is hereby authorized, in the

name and on behalf of the Corporation, to elect to redeem and to call for redemption and redeem, or to prepay such Obligations upon the terms and conditions specified therein, at such time or times as such Authorized Officer shall deem advisable, in accordance with the mandatory, automatic or optional redemption or prepayment provisions of such Obligation;

(F) THAT, during the period from July 1, 2010 through June 30, 2011 (both dates inclusive), the Corporation is authorized to borrow such additional amounts (determined by any Authorized Officer on the basis of exchange rates prevailing as of the dates on which the financial terms of the respective borrowings are agreed), and for that purpose issue and sell additional Obligations, in an aggregate principal amount (or, in the case of zero coupon or deep discount Obligations, the aggregate gross proceeds) not to exceed the aggregate principal amount of the Obligations prepaid, repurchased, redeemed or tendered for by the Corporation during the same period pursuant to authority granted under paragraph (E) above;

(G) THAT, subject to receipt of requisite approvals from member governments pursuant to the Corporation's Articles of Agreement, any Authorized Officer is authorized, in the name and on behalf of the Corporation, to offer and sell all or any part of the Obligations authorized under paragraphs (A), (B), (C), (D), (E) or (F), at such price and on such terms, to such purchasers and upon such other terms and conditions as shall be approved by such Authorized Officer, and, in connection with such offer and sale, any Authorized Officer is hereby authorized, in the name and on behalf of the Corporation, to: (i) issue, execute and deliver such Obligations, and receive, or arrange for receipt of, payment therefore; (ii) issue and/or publish, or authorize the issuance and/or publication, of any prospectus, offering circular or other offering documentation relating to such Obligations; (iii) apply, if necessary, for the listing of such Obligations on appropriate stock exchanges; and/or (iv) enter into, execute and deliver such agreements, instruments and other documents, and to take such other action, as such Authorized Officer shall deem necessary or advisable, in order fully to carry into effect the transactions authorized by this Resolution;

(H) THAT, with respect to Obligations, or coupons issued in connection therewith, any Authorized Officer may sign by manual or facsimile signature; and

(I) THAT, as used herein, the term "Authorized Officer" means any of the following officers of the Corporation, acting jointly or severally, in the name and on behalf of the Corporation: (i) the President, the Executive Vice President and any Vice President of the Corporation; and (ii) any other officer of the Corporation designated in writing for this purpose by the President, the Executive Vice President or any Vice President of the Corporation.

Final Terms dated July 13, 2010

International Finance Corporation
Issue of USD 300,000,000 Floating Rate Coupon Notes due 2011

under its

Global Medium-Term Note Program

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated June 3, 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Prospectus. Full information on International Finance Corporation (the “Corporation”) and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Prospectus. The Prospectus is available for viewing at the office of Corporation at 2121 Pennsylvania Avenue, N.W., Washington, D.C., 20433, U.S.A. and at the website of the Corporation (www.ifc.org), and copies may be obtained from the website of the Luxembourg Stock Exchange, (www.bourse.lu).

THE NOTES ARE NOT AN OBLIGATION OF THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT OR OF ANY GOVERNMENT.

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|---|---|
| 1. Issuer: | International Finance Corporation |
| 2. (i) Series Number: | 1044 |
| (ii) Tranche Number: | 1 |
| (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible). | |
| 3. Specified Currency or Currencies: | United States Dollar (“USD”) |
| 4. Aggregate Nominal Amount: | |
| (i) Series: | USD 300,000,000 |
| (ii) Tranche: | USD 300,000,000 |
| 5. Issue Price: | 100 per cent. of the Aggregate Nominal Amount |
| 6. (i) Specified Denominations: | USD 1,000 |
| (ii) Calculation Amount: | USD 1,000 |
| 7. (i) Issue Date: | July 15, 2010 |
| (ii) Interest Commencement Date: | July 15, 2010 |
| 8. Maturity Date: | July 15, 2011 |
| 9. Interest Basis: | Floating Rate |

(further particulars specified below)

- | | |
|---|-------------------|
| 10. Redemption/Payment Basis: | Redemption at par |
| 11. Change of Interest or Redemption/Payment Basis: | Not Applicable |
| 12. Put/Call Options: | Not Applicable |
| 13. Status of the Notes: | Senior |
| 14. Method of distribution: | Non-syndicated |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- | | |
|------------------------------------|----------------|
| 15. Fixed Rate Note Provisions: | Not Applicable |
| 16. Floating Rate Note Provisions: | Applicable |
-
- | | |
|---|---|
| (i) Interest Period(s): | As specified in Condition 4(j) |
| (ii) Specified Interest Payment Dates: | January 15 th , February 15 th , March 15 th , April 15 th , May 15 th , June 15 th , July 15 th , August 15 th , September 15 th , October 15 th , November 15 th and December 15 th , commencing on August 15, 2010 to and including the maturity date. |
| (iii) First Interest Payment Date: | August 15, 2010 |
| (iv) Interest Period Date: | Not Applicable |
| (v) Business Day Convention: | Modified Following Business Day Convention |
| (vi) Business Centre(s): | New York and London |
| (vii) Manner in which the Rate(s) of Interest is/are to be determined: | Screen Rate |
| (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent): | Citibank, N.A., London |
| (ix) Screen Rate Determination: | |
| – Reference Rate: | 1 month LIBOR |
| – Interest Determination Date(s): | Coupon is to be fixed two business days prior to each interest period. For purposes of clarification, the coupon for the first initial interest period will be determined on July 13, 2010. |
| – Relevant Screen Page: | Reuters LIBOR01 |
| (x) ISDA Determination: | Not Applicable |
| (xi) Margin(s): | Not Applicable |

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| (xii) Minimum Rate of Interest: | Not Applicable |
| (xiii) Maximum Rate of Interest: | Not Applicable |
| (xiv) Day Count Fraction: | Actual/360, adjusted |
| (xv) Fall back provisions,
rounding provisions,
denominator and any other
terms relating to the method
of calculating interest on
Floating Rate Notes, if
different from those set out in
the Conditions: | Refer to Condition 4(b)(iii)(B) |
| 17. Zero Coupon Note Provisions: | Not Applicable |
| 18. Index Linked Interest Note/other
variable-linked interest Note
Provisions: | Not Applicable |
| 19. Dual Currency Note Provisions: | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

- | | |
|---|----------------------------------|
| 20. Call Option I: | Not Applicable |
| Call Option II (Automatic): | Not Applicable |
| 21. Put Option: | Not Applicable |
| 22. Final Redemption Amount of each
Note: | USD 1,000 per Calculation Amount |
| 23. Early Redemption Amount: | USD 1,000 per Calculation Amount |
| Early Redemption Amount(s) of
each Note payable on redemption
for taxation reasons or on event of
default or other early redemption
and/or the method of calculating
the same (if required or if different
from that set out in the
Conditions): | |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | |
|--|--|
| 24. Form of Notes: | Registered Notes:
DTC Global Registered Certificate available on Issue Date |
| 25. New Global Note (NGN): | No |
| 26. Financial Centre(s) or other special | New York and London |

provisions relating to payment dates:

Notwithstanding Condition 6(h), if any payment date would fall on a date which is not a business day, the relevant date will be the first following day which is a business day, unless that day falls in the next calendar month, in which case the relevant date will be the first preceding day which is a business day.

In the above paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the (i) relevant place of presentation, (ii) any Financial Centres and (iii) the principal financial centre of the country of the relevant currency.

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|--|----------------|
| 27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | No |
| 28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Corporation to forfeit the Notes and interest due on late payment]: | Not Applicable |
| 29. Details relating to installment Notes: amount of each installment, date on which each payment is to be made: | Not Applicable |
| 30. Redenomination, renominalization and reconventioning provisions: | Not Applicable |
| 31. Consolidation provisions: | Not Applicable |
| 32. Additional terms: | Applicable |
| (i) Governing law: | New York |

DISTRIBUTION

- | | |
|--|----------------|
| 33. (i) If syndicated, names and addresses of Managers and underwriting commitments: | Not Applicable |
| (ii) Date of Terms Agreement: | July 13, 2010 |
| (iii) Stabilizing Manager(s) (if | Not Applicable |

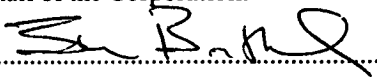
any):

- | | |
|--|--|
| 34. If non-syndicated, name and address of Dealer: | Daiwa Capital Markets America Inc.
Financial Square
32 Old Slip
New York, NY 10005-3538 |
| 35. Total commission and concession: | Not Applicable |
| 36. Additional selling restrictions: | Not Applicable |

RESPONSIBILITY

The Corporation accepts responsibility for the information contained in this Final Terms.

Signed on behalf of the Corporation:

By: 

Duly authorized

PART B – OTHER INFORMATION

LISTING

- | | | |
|------|-----------------------|----------------|
| (i) | Listing: | None |
| (ii) | Admission to trading: | Not Applicable |

RATINGS

Ratings: The Notes to be issued have been rated:
S & P: AAA
Moody's: Aaa

[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Plan of Distribution" in the Prospectus, so far as the Corporation is aware, no person involved in the offer of the Notes has an interest material to the offer.

OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility:	No
ISIN Code:	US45950VAQ95
Common Code:	Not Applicable
CUSIP:	45950VAQ9
CINS:	Not Applicable
Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, <i>société anonyme</i> and The Depository Trust Company and the relevant identification number(s):	Not Applicable
Delivery:	Delivery against payment
Names and addresses of additional Paying Agent(s) (if any):	Not Applicable

GENERAL

Applicable TEFRA exemption:	Not Applicable
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**TERMS AGREEMENT NO. 1044 UNDER
THE STANDARD PROVISIONS**

July 13, 2010

International Finance Corporation
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433

- 1** The undersigned agrees to purchase from you (the "Corporation") the Corporation's USD 300,000,000 Floating Rate Coupon Notes due 2011 (the "Notes") described in the Final Terms, dated as of the date hereof in the form of Annex I hereto (the "Final Terms") at 10:00 a.m. New York time on July 15, 2010 (the "Settlement Date") at an aggregate purchase price of USD 300,000,000 (which is 100% of the aggregate nominal amount of the Notes) on the terms set forth herein and in the Standard Provisions, dated as of June 3, 2008 (as amended from time to time, the "Standard Provisions"), incorporated herein by reference. In so purchasing the Notes, the undersigned understands and agrees that it is not acting as an agent of the Corporation in the sale of the Notes.
- 2** When used herein and in the Standard Provisions as so incorporated, the term "Notes" refers to the Notes as defined herein and the term "Dealer(s)" refers to the undersigned. All other terms defined in the Prospectus, the Final Terms relating to the Notes and the Standard Provisions shall have the same meaning when used herein.
- 3** The Corporation represents and warrants to the undersigned that the representations, warranties and agreements of the Corporation set forth in Clause 2 of the Standard Provisions (with the term "Prospectus" revised to read the "Prospectus as amended and supplemented with respect to Notes at the date hereof") are true and correct on the date hereof.
- 4** The obligation of the undersigned to purchase Notes hereunder is subject to the accuracy, on the date hereof and on the Settlement Date, of the Corporation's representations and warranties contained in Clause 2 of the Standard Provisions and to the Corporation's performance and observance of all applicable covenants and agreements contained therein, in each case with respect to the Notes. The obligation of the undersigned to purchase Notes hereunder is further subject to the receipt by the undersigned of an officer's certificate of the Corporation substantially in the form referred to in Clause 6.1 of the Standard Provisions, dated as of the Settlement Date.
- 5** The Corporation agrees that it will issue the Notes and the undersigned agrees to purchase the Notes at the purchase price specified above (being equal to the issue price of 100 per cent. of the nominal amount).
- 6** The Corporation hereby appoints the undersigned as a Dealer under the Standard Provisions solely for the purpose of the issue of Notes to which this Terms Agreement relates. The undersigned accepts such appointment, whereupon it shall be vested, solely with respect to this issue of Notes, with all authority, rights and powers of a Dealer

purchasing Notes as principal set out in the Standard Provisions, a copy of which it acknowledges it has received.

- 7 In consideration of the Corporation appointing the undersigned as a Dealer under the Standard Provisions solely with respect to this issue of Notes, the undersigned hereby undertakes for the benefit of the Corporation and each of the other Dealers, that, in relation to this issue of Notes, it will perform and comply with all of the duties and obligations expressed to be assumed by a Dealer under the Standard Provisions.
- 8 The undersigned acknowledges that such appointment is limited to this particular issue of Notes and is not for any other issue of Notes of the Corporation and that such appointment will terminate upon issue of the relevant Notes, but without prejudice to any rights (including, without limitation, any indemnification rights), duties or obligations of the undersigned which have arisen prior to such termination.
- 9 For purposes hereof, the notice details of the undersigned are set out in Schedule I hereto.

All notices and other communications hereunder shall be in writing and shall be transmitted in accordance with Clause 10 of the Standard Provisions.
- 10 This Terms Agreement shall be governed by and construed in accordance with the laws of New York.
- 11 This Terms Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts together shall constitute one and the same instrument.

DAIWA CAPITAL MARKETS AMERICA INC.

By: _____

Name: *Hirokazu Kikuchi*

Title: *EVP & Head of Investment Banking*

CONFIRMED AND ACCEPTED, as of the
date first written above:

INTERNATIONAL FINANCE CORPORATION

By: 

Name:

Title:

SCHEDULE I

Notice Details of Dealer:

**Daiwa Capital Markets America Inc.
Financial Square
32 Old Slip
New York, NY 10005-3538
Attention: Investment Banking Dept.
Tel: 212-612-3738
Fax: 212-612-7120**