

C.M. Martin

JUN 102013 File No. 83-1 JUN 102013 Regulation IA Rule 3 Washington, DC 20549

# UNITED STATES

# SECURITIES AND EXCHANGE COMMISSION

100 F Street, NE

Washington, D.C. 20549

# REPORT OF

# THE INTER-AMERICAN DEVELOPMENT BANK

(the "Bank")

In respect of the Bank's

Series No. 444

U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

Filed pursuant to Rule 3 of Regulation IA

Dated: June 7, 2013

File No. 83-1 Regulation IA Rule 3

The following information is filed pursuant to Rule 3 of Regulation IA in respect of the issuance by the Bank of U.S.\$250,000,000 Floating Rate Notes due June 12, 2015, Series No. 444 (the "<u>Notes</u>") under the Bank's Global Debt Program (the "<u>Program</u>"). The Notes are being issued pursuant to: the Prospectus dated January 8, 2001 (the "<u>Prospectus</u>") and the Standard Provisions dated January 8, 2001 (the "<u>Standard Provisions</u>") (both previously filed); and the Terms Agreement dated June 7, 2013 (the "<u>Pricing Supplement</u>") (both attached hereto). This report contains information specified in Schedule A to Regulation IA concerning a particular issue of securities which has not been previously available.

### Item 1. Description of Securities

See cover page and pages 17 through 31 of the Prospectus; and the attached Pricing Supplement.

### Item 2. Distribution of Securities

See pages 42 through 44 of the Prospectus; and the attached Terms Agreement.

### Item 3. Distribution Spread

Price to the	Selling Discounts	Proceeds to the
<u>Public</u>	and Commission <sup>1</sup>	<u>Bank</u>
Per Note: 100.00% Total: U.S.\$250,000,000.00	Nil. O Nil.	100.00% U.S.\$250,000,000.00

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

See Item 3 above.

### Item 5. Other Expenses of Distribution

Not applicable.

### Item 6. Application of Proceeds

See page 5 of the Prospectus.

### Item 7. Exhibits

- (A) Opinion of the Chief Counsel of the Bank as to the legality of the obligations, dated March 26, 2013
- (B) Pricing Supplement
- (C) Terms Agreement

<sup>1</sup> The Bank has agreed to indemnify the Underwriters against certain liabilities.

**Exhibit A** 



March 26, 2013

To the Dealers appointed from time to time pursuant to a Terms Agreement or Appointment Agreement under the Global Debt Program of the Inter-American Development Bank

Ladies and Gentlemen:

I have participated in the proceedings of the Inter-American Development Bank (the "<u>Bank</u>") to establish the Global Debt Program of the Bank, as it may be amended, restated, or superseded from time to time (the "<u>Program</u>"), and to authorize the issue and sale of Notes thereunder (the "<u>Notes</u>") with reference to a Prospectus dated January 8, 2001 (the "<u>Prospectus</u>"). In connection with such proceedings, I have examined, among other documents, the following:

- 1) The Agreement Establishing the Inter-American Development Bank (the "<u>Bank</u> <u>Agreement</u>") and the By-Laws of the Bank;
- 2) The Global Borrowing Authorization, Resolution DE-18/13, authorizing the issuance and sale of the Notes;
- 3) The Prospectus;
- 4) The Standard Provisions, dated as of January 8, 2001 (the "<u>Standard</u> <u>Provisions</u>");
- 5) The Global Agency Agreement, dated January 8, 2001, as amended, among the Bank, Kredietbank S.A. Luxembourgeoise, and Citibank, N.A. (the "<u>Global Agency Agreement</u>"); and
- 6) The Uniform Fiscal Agency Agreement, dated as of July 20, 2006, as amended, between the Bank and the Federal Reserve Bank of New York (the "<u>FRBNY Fiscal Agency Agreement</u>").

Pursuant to Section 5(e)(ii) of the Standard Provisions, I am of the opinion that:

a) The Bank is an international organization duly established and existing under the Bank Agreement;

- b) The Bank has obtained all governmental approvals required pursuant to the Bank Agreement in connection with the offering, issue and sale of the Notes;
- c) The creation, issue, sale and delivery of the Notes, and the execution of any Notes in definitive form, have been duly authorized, and when duly issued and delivered, and in the case of Notes in definitive form, duly executed, authenticated, issued and delivered, the Notes will constitute valid and legally binding obligations of the Bank in accordance with their terms;
- Any applicable Terms Agreement or Appointment Agreement, as the case may be, as of its date, will be duly authorized, executed and delivered by the Bank;
- e) Each of the Global Agency Agreement, and the FRBNY Fiscal Agency Agreement has been duly authorized, executed and delivered by the Bank and constitutes a valid and legally binding obligation of the Bank;
- f) Under existing law, it is not necessary in connection with the public offering and sale of the Notes to register the Notes under the U.S. Securities Act of 1933, as amended, or to qualify an indenture with respect thereto under the U.S. Trust Indenture Act of 1939, as amended.

While I assume no responsibility with respect to the statements in the Prospectus, nothing has come to my attention which has caused me to believe that the Prospectus, as of its date and as of the date hereof, and excluding the financial statements or other financial data, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter does not relate to the financial statements or other financial data contained in the Prospectus.

In rendering the foregoing opinion, I have relied, with respect to matters of New York law, upon the opinion of Sullivan & Cromwell LLP and, with respect to matters of English law, upon the opinion of Linklaters LLP, each delivered on this date in accordance with the Standard Provisions. Also, I have assumed that signatures on all documents examined by me are genuine.

This letter is furnished by me as Chief Counsel of the Bank to Dealers appointed from time to time under the Program and is solely for their benefit.

Very truly yours, John S. Scott Chief Counsel

#### **EXECUTION VERSION**

### Exhibit **B**

### **PRICING SUPPLEMENT**

#### **Inter-American Development Bank**

#### **Global Debt Program**

### Series No: 444

## U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 (the "<u>Notes</u>")

### Issue Price: 100.00 percent

# Application has been made for the Notes to be admitted to the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange plc's Regulated Market

### Goldman Sachs International

The date of this Pricing Supplement is June 7, 2013.

PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 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 January 8, 2001 (the "Prospectus") (which for the avoidance of doubt does not constitute a prospectus for the purposes of Part VI of the United Kingdom Financial Services and Markets Act 2000 or a base prospectus for the purposes of Directive 2003/71/EC of the European Parliament and of the Council) which are incorporated by reference into the Inter-American Development Bank's (the "Bank") United Kingdom Listing Authority Listing Particulars dated August 7, 2012 (the "Listing Particulars"). This Pricing Supplement must be read in conjunction with the Prospectus and the Listing Particulars. This document is issued to give details of an issue by the Bank under its Global Debt Program and to provide information supplemental to the Prospectus and the Listing Particulars. Complete information in respect of the Bank and this offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Listing Particulars and the Prospectus.

### **Terms and Conditions**

The following items under this heading "Terms and Conditions" are the particular terms which relate to the issue the subject of this Pricing Supplement. These are the only terms which form part of the form of Notes for such issue.

444

- 1. Series No.:
- 2. Aggregate Principal Amount:
- 3. Issue Price:
- 4. Issue Date:
- 5. Form of Notes (Condition 1(a)):
- 6. Authorized Denomination(s) (Condition 1(b)):
- 7. Specified Currency (Condition 1(d)):

United States Dollars (U.S.\$ or USD) being the lawful currency of the United States of America

- Specified Principal Payment Currency (Conditions 1(d) and 7(h)): USD
- 9. Specified Interest Payment Currency (Conditions 1(d) and 7(h)): USD

2 PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

U.S.\$250,000,000, which is 100.00 percent of the Aggregate Principal Amount

June 12, 2013

U.S.\$250.000.000

Registered only, as further provided in paragraph 9 of "Other Relevant Terms" below

U.S.\$1,000 or any integral multiple thereof

- 10. Maturity Date (Condition 6(a)):
- 11. Interest Basis (Condition 5):
- 12. Interest Commencement Date (Condition 5(III)):
- 13. Variable Interest Rate (Condition 5(II)):
  - (a) Calculation Amount (if different than Principal Amount of the Note):
  - (b) Business Day Convention:
  - (c) Specified Interest Period:
  - (d) Interest Payment Date:

(e) Reference Rate:

June 12, 2015

Variable Interest Rate (Condition 5(II))

Issue Date (June 12, 2013)

Not Applicable

Modified Following Business Day Convention

Not Applicable

Quarterly in arrear on March 12, June 12, September 12, and December 12 in each year, commencing on September 12, 2013.

Each Interest Payment Date is subject to adjustment in accordance with the Modified Following Business Day Convention.

Federal Funds Effective Rate

"<u>Federal Funds Effective Rate</u>" means the Weighted Average as of the Relevant Time on the Interest Determination Date;

"Weighted Average" means

D1

divided by

D2.

"<u>D1</u>" means the sum of the U.S. Federal Funds Rates for each calendar day in the relevant Interest Period, provided however that the U.S. Federal Funds Rate applicable for any calendar day that is not a New York Banking Day shall be the U.S. Federal Funds Rate applicable on the immediately preceding New York Banking Day;

"<u>D2</u>" means the number of calendar days in the Interest Period;

"<u>U.S. Federal Funds Rate</u>" means the rate for U.S. dollar federal funds as published in H.15(519) under the caption "Federal funds (effective)" and displayed on Bloomberg (or any successor service) on page under the ticker "FEDL01" (or such other page that may replace that page on that service or a successor service) as of the Relevant Time with respect to a particular Interest Reset Date;

"<u>Relevant Time</u>" means 5:00 p.m., New York time;

"Interest Period" means the period beginning on (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date;

"Interest Reset Date" means each New York Banking Day within an Interest Period up to and including the Interest Determination Date;

"<u>Interest Determination Date</u>" means the second New York Banking Day prior to the relevant Interest Payment Date; and

"<u>New York Banking Day</u>" means a day on which commercial banks are open for general business, including dealings in foreign

PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

exchange and foreign currency deposits, in New York.

If the U.S. Federal Funds Rates rate does not so appear under the Bloomberg FEDL01 Ticker (or any successor page) or is not so published by the Relevant Time on the relevant Interest Reset Date, the rate with respect to the particular Interest Reset Date shall be the U.S. dollar federal funds rate as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying the applicable rate, under the caption "Federal funds (effective)," (the "Fallback Provision").

If the rate referred to in the above Fallback Provision is not so published by the Relevant Time on the relevant Interest Reset Date, the rate with respect to the particular Interest Reset Date shall be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption "Federal funds (effective)," as such rate is displayed on the FEDL01 Page on Bloomberg.

	(f)	Primary Source for Interest Rate Quotations for Reference Rate:	Bloomberg
	(g)	Calculation Agent:	See "8. Identity of Calculation Agent" under "Other Relevant Terms"
14.		Variable Interest Rate Terms tions 5(II) and (III)):	
	(a)	Spread:	plus (+) 0.10 percent
	(b)	Variable Rate Day Count Fraction if not actual/360:	Act/360, adjusted
	(c)	Relevant Banking Center:	New York
15.	Releva	nt Financial Center:	New York
16.	Relevant Business Day:		New York

17.		r's Optional Redemption dition 6(e)):	No
18.	Redemption at the Option of the Noteholders (Condition 6(f)):		No
19.	Gove	rning Law:	New York
20.	Sellin	ng Restrictions:	
	(a)	United States:	Under the provisions of Section 11(a) of the Inter-American Development Bank Act, the Notes are exempted securities within the meaning of Section $3(a)(2)$ of the U.S. Securities Act of 1933, as amended, and Section $3(a)(12)$ of the U.S. Securities Exchange Act of 1934, as amended.
	<b>(b)</b>	United Kingdom:	The Dealer represents and agrees that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.
	(c)	General:	No action has been or will be taken by the Issuer that would permit a public offering of the Notes, or possession or distribution of any offering material relating to the Notes in any jurisdiction where action for that purpose is required. Accordingly, the Dealer agrees that it will observe all applicable provisions of law in each jurisdiction in or from which it may offer or sell Notes or distribute any offering material.
Other	Releva	ant Terms	
1.	Listin	g:	Application has been made for the Notes to

Application has been made for the Notes to be admitted to the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange plc's Regulated Market.

- 2. Details of Clearance System Approved by the Bank and the Global Agent and Clearance and Settlement Procedures:
- 3. Syndicated:
- 4. Commissions and Concessions:
- 5. Estimated Total Expenses:
- 6. Codes:
  - (a) CUSIP:
  - (b) Common Code:
  - (c) ISIN:
- 7. Identity of Dealer:
- 8. Identity of Calculation Agent:

Depository Trust Company (DTC); Euroclear Bank S.A./N.V.; Clearstream Banking, société anonyme

No

No commissions or concessions are payable in respect of the Notes.

None. The Dealer has agreed to pay for all material expenses related to the issuance of the Notes.

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**Goldman Sachs International** 

The Global Agent, Citibank, N.A., London branch, will act as the Calculation Agent.

All determinations of the Calculation Agent shall (in the absence of manifest error) be final and binding on all parties (including, but not limited to, the Bank and the Noteholders) and shall be made in its sole discretion in good faith and in a commercially reasonable manner in accordance with a calculation agent agreement between the Bank and the Calculation Agent.

- 9. Provisions for Registered Notes:
  - (a) Individual Definitive Registered Notes Available on Issue Date:

No

SC1:3442765.2

(b) DTC Global Note(s): Yes, issued in accordance with the Global Agency Agreement, dated January 8, 2001. as amended, among the Bank, Citibank, N.A. as Global Agent, and the other parties thereto. No

(c) Other Registered Global Notes:

### **General Information**

### Additional Information Regarding the Notes

1. The EU has adopted a Directive regarding the taxation of savings income (the "Savings Directive"). The Savings Directive requires Member States (as defined below) to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual in another Member State, except that Austria and Luxembourg will instead impose a withholding system for a transitional period unless during such period they elect otherwise.

The Bank undertakes that it will ensure that it maintains a paying agent in a country which is a member of the European Union (a "Member State") that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

2. United States Federal Income Tax Matters

United States Internal Revenue Service Circular 230 Notice: To ensure compliance with Internal Revenue Service Circular 230, prospective investors are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to in this Pricing Supplement, the Prospectus or any other document referred to herein is not intended or written to be used, and cannot be used, by prospective investors for the purpose of avoiding penalties that may be imposed on them under the United States Internal Revenue Code; (b) such discussions are written for use in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) prospective investors should seek advice based on their particular circumstances from an independent tax advisor.

The following supplements the discussion under the "Tax Matters" section of the Prospectus regarding the U.S. federal income tax treatment of the Notes, and is subject to the limitations and exceptions set forth therein. Any tax disclosure in the Prospectus or this pricing supplement is of a general nature only, is not exhaustive of all possible tax considerations and is not intended to be, and should not be construed to be, legal, business or tax advice to any particular prospective investor. Each prospective investor should consult its own tax advisor as to the particular tax consequences to it of the acquisition, ownership, and disposition of the Notes, including the effects of applicable U.S. federal, state, and local tax laws and non-U.S. tax laws and possible changes in tax laws.

Due to a change in law since the date of the Prospectus, the second paragraph of "— Payments of Interest" under the United States Holders section should be read as follows: "Interest paid by the Bank on the Notes constitutes income from sources outside the United States and will, depending on the circumstances, be "passive" or "general" income for purposes of computing the foreign tax credit."

Information with Respect to Foreign Financial Assets. Owners of "specified foreign financial assets" with an aggregate value in excess of \$50,000 (and in some circumstances, a higher threshold) may be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" may include financial accounts maintained by foreign financial institutions (which may include the Notes), as well as the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts held for investment that have non-United States issuers or counterparties, and (iii) interests in foreign entities. Holders are urged to consult their tax advisors regarding the application of this reporting obligation to their ownership of the Notes.

Medicare Tax. For taxable years beginning after December 31, 2012, a U.S. holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8% tax (the "Medicare tax") on the lesser of (1) the U.S. holder's "net investment income" for the relevant taxable year and (2) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investment income will generally include its gross interest income and its net gains from the disposition of Notes, unless such interest payments or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the Notes.

**INTER-AMERICAN DEVELOPMENT BANK** 

By: Name:

Title:

Edward Bartholomew Chief Financial Officer and General Manager, Finance Department

### **EXECUTION VERSION**

#### Exhibit C

### TERMS AGREEMENT NO. 444 UNDER THE PROGRAM

June 7, 2013

Inter-American Development Bank 1300 New York Avenue, N.W. Washington, D.C. 20577

The undersigned agrees to purchase from you (the "<u>Bank</u>") the Bank's U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 (the "<u>Notes</u>") described in the Pricing Supplement related thereto, dated as of the date hereof (the "<u>Pricing</u> <u>Supplement</u>"), at 9:00 a.m. New York time on June 12, 2013 (the "<u>Settlement Date</u>"), at an aggregate purchase price of U.S.\$250,000,000, on the terms set forth herein and in the Standard Provisions, dated as of January 8, 2001, relating to the issuance of Notes by the Bank (the "<u>Standard Provisions</u>"), incorporated herein by reference. In so purchasing the Notes, the undersigned understands and agrees that it is not acting as an agent of the Bank in the sale of the Notes.

When used herein and in the Standard Provisions as so incorporated, the term "Notes" refers to the Notes as defined herein. All other terms defined in the Prospectus, the Pricing Supplement relating to the Notes and the Standard Provisions shall have the same meaning when used herein.

The Bank represents and warrants to us that the representations, warranties and agreements of the Bank set forth in Section 2 of the Standard Provisions (with the "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.

The obligation of the undersigned to purchase Notes hereunder is subject to the continued accuracy, on each date from the date hereof to and including the Settlement Date, of the Bank's representations and warranties contained in the Standard Provisions and to the Bank's performance and observance of all applicable covenants and agreements contained therein. The obligation of the undersigned to purchase Notes hereunder is further subject to the receipt by the undersigned of the documents referred to in Section 6(b) of the Standard Provisions.

Subject to Section 5(f) of the Standard Provisions, the Bank certifies to the undersigned that, as of the Settlement Date, (i) the representations and warranties of the Bank contained in the Standard Provisions are true and correct as though made at and as of the Settlement Date, (ii) the Bank has performed all of its obligations under this Terms Agreement required to be performed or satisfied on or prior to the Settlement Date, and

(iii) the Prospectus contains all material information relating to the assets and liabilities, financial position, and net income of the Bank, and nothing has happened or is expected to happen which would require the Prospectus to be supplemented or updated.

- 1. The Bank agrees that it will issue the Notes and the Dealer named below agrees to purchase the Notes at an aggregate purchase price of U.S.\$250,000,000.
- 2. Payment for the Notes shall be made on the Settlement Date by the Dealer to Citibank, N.A., as custodian for Cede & Co. as nominee for The Depository Trust Company, for transfer in immediately available funds to an account designated by the Bank.
- 3. The Bank 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 pertains. The undersigned 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, and this Terms Agreement. The undersigned acknowledges having received copies of the following documents which it has requested:
  - a copy of the Prospectus and the Global Agency Agreement, duly executed by the parties thereto; and
  - a copy of each of the most recently delivered documents referred to in Section 6(a) or 6(b), as applicable, of the Standard Provisions.
- 4. In consideration of the Bank appointing the undersigned as a Dealer solely with respect to this issue of Notes, the undersigned hereby undertakes for the benefit of the Bank 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.
- 5. 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 Bank pursuant to the Standard Provisions 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.

For purposes hereof, the notice details of the undersigned are as follows:

### FOR THE BANK:

Inter-American Development Bank		
1300 New York Avenue, N.W.		
Washington, D.C. 20577		
Attention:	Finance Department	
	Chief, Treasury Division	
Telephone:	202-623-1310	
Facsimile:	202-623-3388	

### FOR THE DEALER:

Goldman Sachs International Peterborough Court 133 Fleet Street London EC4A 2BB Attention: Syndicate Desk Telephone: +020 7774 1000 Facsimile: +020 7774 2330

- 6. To complement the selling restrictions contained in exhibit D to the Standard Provisions, the undersigned hereby:
  - (i) Acknowledges that: (A) under the provisions of Section 11(a) of the Inter-American Development Bank Act, the Notes are exempted securities within the meaning of Section 3(a)(2) of the U.S. Securities Act of 1933, as amended, and Section 3(a)(12) of the U.S. Securities Exchange Act of 1934, as amended, and (B) no action has been or will be taken by the Bank that would permit a public offering of the Notes, or possession or distribution of any offering material relating to the Notes in any jurisdiction where action for that purpose is required. Accordingly, the undersigned agrees that it will observe all applicable provisions of law in each jurisdiction in or from which it may offer or sell Notes or distribute any offering material.
  - (ii) Represents and agrees that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

All notices and other communications hereunder shall be in writing and shall be transmitted in accordance with Section 10 of the Standard Provisions.

This Terms Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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.

> **GOLDMAN SACHS INTERNATIONAL** (the "Dealer")

By:

Name: Martin Weber Title: Managing Director

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

INTER-AMERICAN DEVELOPMENT BANK

By: U

Name: Edward Bartholomew Title: Chief Financial Officer and General Manager, Finance Department

JUN 102013 Washington, DC 20549 File No. 83-1 Regulation IA Rule 3

# UNITED STATES

## SECURITIES AND EXCHANGE COMMISSION

100 F Street, NE

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Per Note: 100.00% Total: U.S.\$250,000,000.00	Nil. D Nil.	100.00% U.S.\$250,000,000.00

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

See Item 3 above.

### Item 5. Other Expenses of Distribution

Not applicable.

### Item 6. Application of Proceeds

See page 5 of the Prospectus.

### Item 7. Exhibits

- (A) Opinion of the Chief Counsel of the Bank as to the legality of the obligations, dated March 26, 2013
- (B) Pricing Supplement
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<sup>1</sup> The Bank has agreed to indemnify the Underwriters against certain liabilities.

**Exhibit A** 



March 26, 2013

To the Dealers appointed from time to time pursuant to a Terms Agreement or Appointment Agreement under the Global Debt Program of the Inter-American Development Bank

Ladies and Gentlemen:

I have participated in the proceedings of the Inter-American Development Bank (the "<u>Bank</u>") to establish the Global Debt Program of the Bank, as it may be amended, restated, or superseded from time to time (the "<u>Program</u>"), and to authorize the issue and sale of Notes thereunder (the "<u>Notes</u>") with reference to a Prospectus dated January 8, 2001 (the "<u>Prospectus</u>"). In connection with such proceedings, I have examined, among other documents, the following:

- 1) The Agreement Establishing the Inter-American Development Bank (the "<u>Bank</u> <u>Agreement</u>") and the By-Laws of the Bank;
- 2) The Global Borrowing Authorization, Resolution DE-18/13, authorizing the issuance and sale of the Notes;
- 3) The Prospectus;
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- 6) The Uniform Fiscal Agency Agreement, dated as of July 20, 2006, as amended, between the Bank and the Federal Reserve Bank of New York (the "<u>FRBNY Fiscal Agency Agreement</u>").

Pursuant to Section 5(e)(ii) of the Standard Provisions, I am of the opinion that:

a) The Bank is an international organization duly established and existing under the Bank Agreement;

- b) The Bank has obtained all governmental approvals required pursuant to the Bank Agreement in connection with the offering, issue and sale of the Notes;
- c) The creation, issue, sale and delivery of the Notes, and the execution of any Notes in definitive form, have been duly authorized, and when duly issued and delivered, and in the case of Notes in definitive form, duly executed, authenticated, issued and delivered, the Notes will constitute valid and legally binding obligations of the Bank in accordance with their terms;
- Any applicable Terms Agreement or Appointment Agreement, as the case may be, as of its date, will be duly authorized, executed and delivered by the Bank;
- e) Each of the Global Agency Agreement, and the FRBNY Fiscal Agency Agreement has been duly authorized, executed and delivered by the Bank and constitutes a valid and legally binding obligation of the Bank;
- f) Under existing law, it is not necessary in connection with the public offering and sale of the Notes to register the Notes under the U.S. Securities Act of 1933, as amended, or to qualify an indenture with respect thereto under the U.S. Trust Indenture Act of 1939, as amended.

While I assume no responsibility with respect to the statements in the Prospectus, nothing has come to my attention which has caused me to believe that the Prospectus, as of its date and as of the date hereof, and excluding the financial statements or other financial data, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter does not relate to the financial statements or other financial data contained in the Prospectus.

In rendering the foregoing opinion, I have relied, with respect to matters of New York law, upon the opinion of Sullivan & Cromwell LLP and, with respect to matters of English law, upon the opinion of Linklaters LLP, each delivered on this date in accordance with the Standard Provisions. Also, I have assumed that signatures on all documents examined by me are genuine.

This letter is furnished by me as Chief Counsel of the Bank to Dealers appointed from time to time under the Program and is solely for their benefit.

Very truly yours, John S. Scott Chief Counsel

#### **EXECUTION VERSION**

### Exhibit **B**

### PRICING SUPPLEMENT

### **Inter-American Development Bank**

### **Global Debt Program**

### Series No: 444

# U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 (the "<u>Notes</u>")

### Issue Price: 100.00 percent

# Application has been made for the Notes to be admitted to the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange plc's Regulated Market

Goldman Sachs International

The date of this Pricing Supplement is June 7, 2013.

PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 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 January 8, 2001 (the "Prospectus") (which for the avoidance of doubt does not constitute a prospectus for the purposes of Part VI of the United Kingdom Financial Services and Markets Act 2000 or a base prospectus for the purposes of Directive 2003/71/EC of the European Parliament and of the Council) which are incorporated by reference into the Inter-American Development Bank's (the "Bank") United Kingdom Listing Authority Listing Particulars dated August 7, 2012 (the "Listing Particulars"). This Pricing Supplement must be read in conjunction with the Prospectus and the Listing Particulars. This document is issued to give details of an issue by the Bank under its Global Debt Program and to provide information supplemental to the Prospectus and the Listing Particulars. Complete information in respect of the Bank and this offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Listing Particulars and the Prospectus.

### **Terms and Conditions**

The following items under this heading "Terms and Conditions" are the particular terms which relate to the issue the subject of this Pricing Supplement. These are the only terms which form part of the form of Notes for such issue.

1. Series No.: 444 2. Aggregate Principal Amount: U.S.\$250,000,000 3. **Issue Price:** U.S.\$250,000,000, which is 100.00 percent of the Aggregate Principal Amount 4. Issue Date: June 12, 2013 5. Form of Notes (Condition 1(a)): Registered only, as further provided in paragraph 9 of "Other Relevant Terms" below 6. Authorized Denomination(s) (Condition 1(b)): U.S.\$1,000 or any integral multiple thereof 7. Specified Currency (Condition 1(d)): United States Dollars (U.S.\$ or USD) being the lawful currency of the United States of America 8. **Specified Principal Payment** Currency (Conditions 1(d) and 7(h)): USD 9. Specified Interest Payment Currency (Conditions 1(d) and 7(h)): USD

10.		curity Date ndition 6(a)):	June 12, 2015
11.		rest Basis ndition 5):	Variable Interest Rate (Condition 5(II))
12.		rest Commencement Date ndition 5(III)):	Issue Date (June 12, 2013)
13.	Variable Interest Rate (Condition 5(II)):		
	(a)	Calculation Amount (if different than Principal Amount of the Note):	Not Applicable
	(b)	Business Day Convention:	Modified Following Business Day Convention
	(c)	Specified Interest Period:	Not Applicable
	(d)	Interest Payment Date:	Quarterly in arrear on March 12, June 12, September 12, and December 12 in each year, commencing on September 12, 2013.
			Each Interest Payment Date is subject to adjustment in accordance with the Modified Following Business Day Convention.
	(e)	Reference Rate:	Federal Funds Effective Rate
			" <u>Federal Funds Effective Rate</u> " means the Weighted Average as of the Relevant Time on the Interest Determination Date;
			"Weighted Average" means
			D1
			divided by
			D2.

"<u>D1</u>" means the sum of the U.S. Federal Funds Rates for each calendar day in the relevant Interest Period, provided however that the U.S. Federal Funds Rate applicable for any calendar day that is not a New York Banking Day shall be the U.S. Federal Funds Rate applicable on the immediately preceding New York Banking Day;

"<u>D2</u>" means the number of calendar days in the Interest Period;

"<u>U.S. Federal Funds Rate</u>" means the rate for U.S. dollar federal funds as published in H.15(519) under the caption "Federal funds (effective)" and displayed on Bloomberg (or any successor service) on page under the ticker "FEDL01" (or such other page that may replace that page on that service or a successor service) as of the Relevant Time with respect to a particular Interest Reset Date;

"<u>Relevant Time</u>" means 5:00 p.m., New York time;

"Interest Period" means the period beginning on (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date;

"Interest Reset Date" means each New York Banking Day within an Interest Period up to and including the Interest Determination Date;

"<u>Interest Determination Date</u>" means the second New York Banking Day prior to the relevant Interest Payment Date; and

"<u>New York Banking Day</u>" means a day on which commercial banks are open for general business, including dealings in foreign

PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

exchange and foreign currency deposits, in New York.

If the U.S. Federal Funds Rates rate does not so appear under the Bloomberg FEDL01 Ticker (or any successor page) or is not so published by the Relevant Time on the relevant Interest Reset Date, the rate with respect to the particular Interest Reset Date shall be the U.S. dollar federal funds rate as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying the applicable rate, under the caption "Federal funds (effective)," (the "Fallback Provision").

If the rate referred to in the above Fallback Provision is not so published by the Relevant Time on the relevant Interest Reset Date, the rate with respect to the particular Interest Reset Date shall be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption "Federal funds (effective)," as such rate is displayed on the FEDL01 Page on Bloomberg.

	(f)	Primary Source for Interest Rate Quotations for Reference Rate:	Bloomberg
	(g)	Calculation Agent:	See "8. Identity of Calculation Agent" under "Other Relevant Terms"
14.		Variable Interest Rate Terms litions 5(II) and (III)):	
	(a)	Spread:	plus (+) 0.10 percent
	(b)	Variable Rate Day Count Fraction if not actual/360:	Act/360, adjusted
	(c)	Relevant Banking Center:	New York
15.	Releva	ant Financial Center:	New York
16.	Releva	ant Business Day:	New York

5 PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

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17.		er's Optional Redemption ndition 6(e)):	No
18.	Redemption at the Option of the Noteholders (Condition 6(f)):		No
19.	Gov	erning Law:	New York
20.	Selli	ng Restrictions:	
	(a)	United States:	Under the provisions of Section 11(a) of the Inter-American Development Bank Act, the Notes are exempted securities within the meaning of Section $3(a)(2)$ of the U.S. Securities Act of 1933, as amended, and Section $3(a)(12)$ of the U.S. Securities Exchange Act of 1934, as amended.
	(b)	United Kingdom:	The Dealer represents and agrees that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.
	(c)	General:	No action has been or will be taken by the Issuer that would permit a public offering of the Notes, or possession or distribution of any offering material relating to the Notes in any jurisdiction where action for that purpose is required. Accordingly, the Dealer agrees that it will observe all applicable provisions of law in each jurisdiction in or from which it may offer or sell Notes or distribute any offering material.
Other	Releva	ant Terms	
1.	Listin	g:	Application has been made for the Notes to

Application has been made for the Notes to be admitted to the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange plc's Regulated Market.

- 2. Details of Clearance System Approved by the Bank and the Global Agent and Clearance and Settlement Procedures:
- 3. Syndicated:
- 4. Commissions and Concessions:
- 5. Estimated Total Expenses:
- 6. Codes:
  - (a) CUSIP:
  - (b) Common Code:
  - (c) ISIN:
- 7. Identity of Dealer:
- 8. Identity of Calculation Agent:

Depository Trust Company (DTC); Euroclear Bank S.A./N.V.; Clearstream Banking, société anonyme

No

No commissions or concessions are payable in respect of the Notes.

None. The Dealer has agreed to pay for all material expenses related to the issuance of the Notes.

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**Goldman Sachs International** 

The Global Agent, Citibank, N.A., London branch, will act as the Calculation Agent.

All determinations of the Calculation Agent shall (in the absence of manifest error) be final and binding on all parties (including, but not limited to, the Bank and the Noteholders) and shall be made in its sole discretion in good faith and in a commercially reasonable manner in accordance with a calculation agent agreement between the Bank and the Calculation Agent.

- 9. Provisions for Registered Notes:
  - (a) Individual Definitive Registered Notes Available on Issue Date:

No

SC1:3442765.2

(b) DTC Global Note(s):	Yes, issued in accordance with the Global Agency Agreement, dated January 8, 2001, as amended, among the Bank, Citibank, N.A. as Global Agent, and the other parties thereto.
(c) Other Registered Global Notes:	No

General Information

### **Additional Information Regarding the Notes**

1. The EU has adopted a Directive regarding the taxation of savings income (the "Savings Directive"). The Savings Directive requires Member States (as defined below) to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual in another Member State, except that Austria and Luxembourg will instead impose a withholding system for a transitional period unless during such period they elect otherwise.

The Bank undertakes that it will ensure that it maintains a paying agent in a country which is a member of the European Union (a "Member State") that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

### 2. United States Federal Income Tax Matters

United States Internal Revenue Service Circular 230 Notice: To ensure compliance with Internal Revenue Service Circular 230, prospective investors are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to in this Pricing Supplement, the Prospectus or any other document referred to herein is not intended or written to be used, and cannot be used, by prospective investors for the purpose of avoiding penalties that may be imposed on them under the United States Internal Revenue Code; (b) such discussions are written for use in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) prospective investors should seek advice based on their particular circumstances from an independent tax advisor.

The following supplements the discussion under the "Tax Matters" section of the Prospectus regarding the U.S. federal income tax treatment of the Notes, and is subject to the limitations and exceptions set forth therein. Any tax disclosure in the Prospectus or this pricing supplement is of a general nature only, is not exhaustive of all possible tax considerations and is not intended to be, and should not be construed to be, legal, business or tax advice to any particular prospective investor. Each prospective investor should consult its own tax advisor as to the particular tax consequences to it of the acquisition, ownership, and disposition of the Notes, including the effects of applicable U.S. federal, state, and local tax laws and non-U.S. tax laws and possible changes in tax laws. Due to a change in law since the date of the Prospectus, the second paragraph of "— Payments of Interest" under the United States Holders section should be read as follows: "Interest paid by the Bank on the Notes constitutes income from sources outside the United States and will, depending on the circumstances, be "passive" or "general" income for purposes of computing the foreign tax credit."

Information with Respect to Foreign Financial Assets. Owners of "specified foreign financial assets" with an aggregate value in excess of \$50,000 (and in some circumstances, a higher threshold) may be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" may include financial accounts maintained by foreign financial institutions (which may include the Notes), as well as the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts held for investment that have non-United States issuers or counterparties, and (iii) interests in foreign entities. Holders are urged to consult their tax advisors regarding the application of this reporting obligation to their ownership of the Notes.

*Medicare Tax.* For taxable years beginning after December 31, 2012, a U.S. holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8% tax (the "Medicare tax") on the lesser of (1) the U.S. holder's "net investment income" for the relevant taxable year and (2) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investment income will generally include its gross interest income and its net gains from the disposition of Notes, unless such interest payments or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the Notes.

INTER-AMERICAN DEVELOPMENT BANK

Name Title:

By:

Edward Bartholomew Chief Financial Officer and General Manager, Finance Department

9 PRICING SUPPLEMENT Inter-American Development Bank Global Debt Program Series No: 444 U.S.\$250,000,000 Floating Rate Notes due June 12, 2015

#### **EXECUTION VERSION**

### Exhibit C

### TERMS AGREEMENT NO. 444 UNDER THE PROGRAM

June 7, 2013

Inter-American Development Bank 1300 New York Avenue, N.W. Washington, D.C. 20577

The undersigned agrees to purchase from you (the "<u>Bank</u>") the Bank's U.S.\$250,000,000 Floating Rate Notes due June 12, 2015 (the "<u>Notes</u>") described in the Pricing Supplement related thereto, dated as of the date hereof (the "<u>Pricing</u> <u>Supplement</u>"), at 9:00 a.m. New York time on June 12, 2013 (the "<u>Settlement Date</u>"), at an aggregate purchase price of U.S.\$250,000,000, on the terms set forth herein and in the Standard Provisions, dated as of January 8, 2001, relating to the issuance of Notes by the Bank (the "<u>Standard Provisions</u>"), incorporated herein by reference. In so purchasing the Notes, the undersigned understands and agrees that it is not acting as an agent of the Bank in the sale of the Notes.

When used herein and in the Standard Provisions as so incorporated, the term "Notes" refers to the Notes as defined herein. All other terms defined in the Prospectus, the Pricing Supplement relating to the Notes and the Standard Provisions shall have the same meaning when used herein.

The Bank represents and warrants to us that the representations, warranties and agreements of the Bank set forth in Section 2 of the Standard Provisions (with the "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.

The obligation of the undersigned to purchase Notes hereunder is subject to the continued accuracy, on each date from the date hereof to and including the Settlement Date, of the Bank's representations and warranties contained in the Standard Provisions and to the Bank's performance and observance of all applicable covenants and agreements contained therein. The obligation of the undersigned to purchase Notes hereunder is further subject to the receipt by the undersigned of the documents referred to in Section 6(b) of the Standard Provisions.

Subject to Section 5(f) of the Standard Provisions, the Bank certifies to the undersigned that, as of the Settlement Date, (i) the representations and warranties of the Bank contained in the Standard Provisions are true and correct as though made at and as of the Settlement Date, (ii) the Bank has performed all of its obligations under this Terms Agreement required to be performed or satisfied on or prior to the Settlement Date, and

(iii) the Prospectus contains all material information relating to the assets and liabilities, financial position, and net income of the Bank, and nothing has happened or is expected to happen which would require the Prospectus to be supplemented or updated.

- 1. The Bank agrees that it will issue the Notes and the Dealer named below agrees to purchase the Notes at an aggregate purchase price of U.S.\$250,000,000.
- 2. Payment for the Notes shall be made on the Settlement Date by the Dealer to Citibank, N.A., as custodian for Cede & Co. as nominee for The Depository Trust Company, for transfer in immediately available funds to an account designated by the Bank.
- 3. The Bank 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 pertains. The undersigned 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, and this Terms Agreement. The undersigned acknowledges having received copies of the following documents which it has requested:
  - a copy of the Prospectus and the Global Agency Agreement, duly executed by the parties thereto; and
  - a copy of each of the most recently delivered documents referred to in Section 6(a) or 6(b), as applicable, of the Standard Provisions.
- 4. In consideration of the Bank appointing the undersigned as a Dealer solely with respect to this issue of Notes, the undersigned hereby undertakes for the benefit of the Bank 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.
- 5. 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 Bank pursuant to the Standard Provisions 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.

For purposes hereof, the notice details of the undersigned are as follows:

#### FOR THE BANK:

Inter-American Development Bank			
1300 New York Avenue, N.W.			
Washington, D.C. 20577			
Attention:	n: Finance Department		
	Chief, Treasury Division		
Telephone:	202-623-1310		
Facsimile:	202-623-3388		

### FOR THE DEALER:

Goldman Sachs International Peterborough Court 133 Fleet Street London EC4A 2BB Attention: Syndicate Desk Telephone: +020 7774 1000 Facsimile: +020 7774 2330

- 6. To complement the selling restrictions contained in exhibit D to the Standard Provisions, the undersigned hereby:
  - (i) Acknowledges that: (A) under the provisions of Section 11(a) of the Inter-American Development Bank Act, the Notes are exempted securities within the meaning of Section 3(a)(2) of the U.S. Securities Act of 1933, as amended, and Section 3(a)(12) of the U.S. Securities Exchange Act of 1934, as amended, and (B) no action has been or will be taken by the Bank that would permit a public offering of the Notes, or possession or distribution of any offering material relating to the Notes in any jurisdiction where action for that purpose is required. Accordingly, the undersigned agrees that it will observe all applicable provisions of law in each jurisdiction in or from which it may offer or sell Notes or distribute any offering material.
  - (ii) Represents and agrees that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

All notices and other communications hereunder shall be in writing and shall be transmitted in accordance with Section 10 of the Standard Provisions. This Terms Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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.

GOLDMAN SACHS INTERNATIONAL (the "Dealer")

By:

Name: Martin Weber Title: Managing Director

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

INTER-AMERICAN DEVELOPMENT BANK

By:

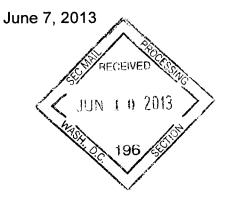
Name: Edward Bartholomew

Title: Chief Financial Officer and General Manager, Finance Department

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File No. 83-1 Regulation IA Rule 3



File Desk United States Securities and Exchange Commission 100 F Street, NE Washington, D.C. 20549

Ladies & Gentlemen:

I hereby enclose two (2) copies of a Report, dated June 7, 2013 of the Inter-American Development Bank (the "Bank"), being filed pursuant to Rule 3 of Regulation IA, with respect to an issuance of securities under the Bank's Global Debt Program pursuant to the Prospectus dated January 8, 2001 and the Pricing Supplement dated June 7, 2013.

Sincerely yours,

John Scott Chief Counsel Corporate Legal Affairs Division

Enclosures