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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
100 F Street, N.E.  
Washington, D.C. 20549

**REPORT OF  
INTERNATIONAL FINANCE CORPORATION**

In respect of its

U.S. \$5,000,000 Floating Rate Notes due March 3, 2020

under its

Global Medium-Term Note Program

FILED PURSUANT TO RULE 3 OF REGULATION IFC

Dated: March 3, 2015

The following information regarding an issue of U.S. \$5,000,000 Floating Rate Notes due March 3, 2020, (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 October 9, 2014 (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 the Corporation and Citibank, N.A., London Branch, (“Citibank”) dated as of June 3, 2008 (the “Global Agency Agreement”), the Final Terms dated February 27, 2015 (the “Final Terms”), and the Terms Agreement dated February 27, 2015 (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. U.S. \$5,000,000 Floating Rate Notes due March 3, 2020

The Notes will be issued in registered form represented by a registered global certificate deposited with a custodian for DTC. Citibank is the Global Agent for Notes held through DTC. Citibank has direct custodial and depository linkages with, and will act as custodian for Global Certificates held by DTC. See Prospectus.

(b) Interest Rate/Interest Payment Date. 1 month LIBOR on the 3<sup>rd</sup> day of each month, commencing April 3 2015, and ending on and including the Maturity Date. See, Final Terms, Item 16.

(c) Maturity Date. March 3, 2020

(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.

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 per cent. of the aggregate nominal 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 (October 9, 2014);<sup>1</sup>
- B. Prospectus (June 3, 2008);<sup>2</sup>
- C. Amended and Restated Program Agreement and Standard Provisions (as of June 3, 2008);<sup>2</sup>
- D. Resolution No. IFC 2014-0018 adopted May 9, 2014 by the Board of Directors of the Corporation;<sup>3</sup>
- E. Global Agency Agreement (dated as of June 3, 2008);<sup>2</sup>
- F. Final Terms (February 27, 2015); and
- G. Terms Agreement (February 27, 2015).

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<sup>1</sup> Incorporated by reference from filing pursuant to Rule 2(a)(3) of Regulation IFC dated October 9, 2014.

<sup>2</sup> Filed on September 17, 2008.

<sup>3</sup> Filed on July 10, 2014

**Final Terms dated 27 February 2015**



**International Finance Corporation**  
Issue of U.S.\$5,000,000 Floating Rate Notes due 3 March 2020  
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 the Corporation at 2121 Pennsylvania Avenue, N.W. Washington D.C., 20433, U.S.A. and at the website of the Corporation ([www.ifc.org](http://www.ifc.org)) and copies may be obtained from the website of the Luxembourg Stock Exchange, ([www.bourse.lu](http://www.bourse.lu)).

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

- |                                      |   |
|--------------------------------------|---|
| 1. Issuer:                           | International Finance Corporation                                     |
| 2. (i) Series Number:                | 1404  |
| (ii) Tranche Number:                 | 1   |
| 3. Specified Currency or Currencies: | United States Dollar (“U.S.\$”)                                       |
| 4. Aggregate Nominal Amount:         |   |
| (i) Series:                          | U.S.\$5,000,000   |
| (ii) Tranche:                        | U.S.\$5,000,000   |
| 5. Issue Price:                      | 100.00 per cent. of the Aggregate Nominal Amount                      |
| 6. (i) Specified Denominations:      | U.S.\$1,000 and multiples thereof                                     |
| (ii) Calculation Amount:             | U.S.\$1,000   |
| 7. (i) Issue Date:                   | 3 March 2015  |
| (ii) Interest Commencement Date:     | 3 March 2015  |
| 8. Maturity Date:                    | 3 March 2020  |
| 9. Interest Basis:                   | 1 month USD LIBOR 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):   | The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the First Interest Payment Date and each successive period beginning on (and including) a Specified Interest Payment Date and ending on (but excluding) the next succeeding Specified Interest Payment Date       |
| (ii) Specified Interest Payment Dates:  | The 3 <sup>rd</sup> day of each month, commencing April 3, 2015 and ending on and including the Maturity Date  |
| (iii) First Interest Payment Date:  | April 3, 2015  |
| (iv) Interest Period Date:  | Each Specified Interest Payment Date   |
| (v) Business Day Convention:  | Modified Following Business Day Convention, adjusted   |
| (vi) Business Centre(s):  | London and New York  |
| (vii) Manner in which the Rate(s) of Interest is/are to be determined:                                      | Screen Rate Determination  |
| (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 USD LIBOR  |
| – Interest Determination Date(s):   | With respect to the Rate of Interest and each Interest Accrual Period, the day that is two Business Days in London prior to the first day of such Interest Accrual Period. For purposes of clarification, the Rate of Interest in respect of the first Interest Accrual Period will be determined on February 27, 2015 |
| – Relevant Screen Page:   | Reuters LIBOR01 as of 11.00a.m London time on each Interest Determination Date   |
| (x) ISDA Determination:   | Not Applicable   |

- (xi) Margin(s): 0.04 per cent
- (xii) Minimum Rate of Interest: Not Applicable
- (xiii) Maximum Rate of Interest: Not Applicable
- (xiv) Day Count Fraction: Act/360
- (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 the Conditions

- 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: U.S.\$1,000 per Calculation Amount
- 23. Early Redemption Amount: U.S.\$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:  
Global registered Certificate available on Issue Date
- 25. New Global Note (NGN): No
- 26. Financial Centre(s) or other special provisions relating to payment dates: New York and London  
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 which is a business day.



In the above paragraph, "business day" means a day 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

- |  |                |
|--|----------------|
| 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, renominialization and reconventioning provisions:  | Not Applicable |
| 31. Consolidation provisions:  | Not Applicable |
| 32. Additional terms:  | Applicable     |
| (i) Governing law:   | New York       |

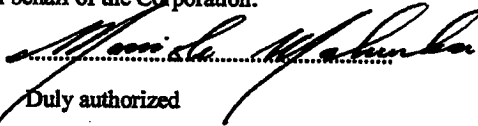
#### **DISTRIBUTION**

- |  |  |
|--|--|
| 33. (i) If syndicated, names and addresses of Managers and underwriting commitments: | Not Applicable   |
| (ii) Date of Terms Agreement:  | 27February, 2015   |
| (iii) Stabilizing Manager(s) (if any):   | Not Applicable   |
| 34. If non-syndicated, name and address of Dealer:                                   | Goldman Sachs International<br>Peterborough Court<br>133 Fleet Street<br>London EC4A 2BB<br>United Kingdom |
| 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: Luxembourg
- (ii) Admission to trading: Application has been made for the Notes to be admitted to trading on the Luxembourg Stock Exchange Regulated Market with effect from 3 March 2020

### 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/OFFER]

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: US45950VFP67

Common Code: 119691184

CUSIP: 45950VFP6

CINS: Not Applicable

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* 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

## USE OF PROCEEDS

The net proceeds of the issue of the Notes will be allocated by IFC's Treasury to a designated sub-portfolio that will be linked to IFC's lending operations for Inclusive Business Projects (as defined below). While the Notes are outstanding, the balance of this sub-portfolio will be reduced, at the end of each month, by amounts matching disbursements made by IFC during such month in respect of Inclusive Business Projects.

"Inclusive Business Project" means any project funded, in whole or in part, by IFC that (as determined pursuant to an internal IFC validation process) incorporates people at the "Base of the Economic Pyramid" or "BOP" (defined as people who earn less than the equivalent of \$8 per day or who do not have access to basic goods and services) into a company's value chain as suppliers, distributors, or customers as part of such company's core business in a commercially viable and scalable way, such as:

- Investments in companies that source directly from smallholder farmers
- Investments in utilities (e.g. Electricity, gas, water) that provide low-income households with better access to services
- Investments in companies that provide health services, education services or housing to low-income populations in more affordable ways
- Investments in companies that provide goods and services to low-income populations
- Investments in companies that provide access to telecommunication and payment platforms in markets that include the low-income segment

The above examples of Inclusive Business Projects are for illustrative purposes only, and no assurance can be provided that disbursements for projects with these specific characteristics will be made by IFC during the term of the Notes.

The payments of interests and the principal of the Inclusive Business Bond is strictly based on the credit quality of IFC, and is not directly affected by the result of the underlying Inclusive Business Project investments IFC makes.

## **SUPPLEMENTAL U.S. FEDERAL INCOME TAX CONSIDERATIONS**

The disclosure in the accompanying Prospectus under the heading "Tax Matters – United States Federal Income Taxation – Treatment of Qualified Stated Interest" should apply to the Notes.

**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 (such as 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 legislation to their ownership of the Notes.

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 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.

**TERMS AGREEMENT NO. 1404 UNDER  
THE STANDARD PROVISIONS**

February 27, 2015

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 U.S.\$5,000,000 Floating Rate Notes due March 3, 2020 (the "Notes") described in the Final Terms, dated as of the date hereof in the form of Annex I hereto (the "Final Terms") at 9:00a.m. New York City time on March 3, 2015 (the "Settlement Date") at an aggregate purchase price of U.S.\$5,000,000 (which is 100.00% 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, each of 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, the term "Time of Sale" refers to February 25, 2015, 09.18 a.m New York City time 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 each 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 purchase price specified above will be paid by the undersigned by wire transfer in same-day funds to the Corporation for value on the Settlement Date.
- 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, each of the undersigned hereby undertakes for the benefit of the Corporation 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 each 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 II 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.

**GOLDMAN SACHS INTERNATIONAL**

By: M. Milos  
Name: MARCO MILOS  
Title: MANAGING DIRECTOR

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

**INTERNATIONAL FINANCE CORPORATION**

By: Monish Mathurkar  
Name: MONISH MATHURKAR  
Title: DIRECTOR

**SCHEDULE I**

<b>Dealer</b>	<b>Nominal Amount of Notes</b>
Goldman Sachs International	\$5,000,000
<b>Total</b>	<b>\$5,000,000</b>



**SCHEDULE II**

**Notice Details the Dealer:**

**Goldman Sachs International  
Peterborough Court  
133 Fleet Street  
London EC4A 2BB  
United Kingdom  
Attention: EMTN Trading Desk  
Telephone: +44 207 774 1000**