

FORM OF FINAL TERMS

Final Terms dated [●]

International Bank for Reconstruction and Development
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the
Global Debt Issuance Facility

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

[Include whichever of the following apply and modify numbering as applicable.]

SUMMARY OF THE NOTES

1. Issuer: International Bank for Reconstruction and Development (“**IBRD**”)
2. (i) Series Number: []
(ii) Tranche Number: []
(If fungible with an existing Series, insert details of that Series, including the date on which the Notes become fungible).
3. Specified Currency or Currencies (Condition 1(d)): []
4. Aggregate Nominal Amount: []
(i) Series: []
(ii) Tranche: []
5. (i) Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest for [insert number of days] days (if applicable)]
(ii) Net proceeds: [] *(Required only for listed issues)*
6. (i) Specified Denominations (Condition 1(b)): [] *(If these Final Terms specify “Temporary Global Notes exchangeable for individual Definitive Bearer Notes on Exchange Date”, Notes may only be issued in Specified Denominations)*
(ii) Calculation Amount (Condition 5(j)): []
7. [(i)] Issue Date: []
[(ii)] Interest Commencement Date (Condition 5(l)): []
8. Maturity Date (Condition 6(a)): [Specify date or (for Floating Rate Notes) Interest Payment Date falling in the relevant month and year]

9. Interest Basis (Condition 5): [[●]% Fixed Rate]
 [[Specify reference rate] +/- [●]% Floating Rate]
 [Zero Coupon]
 [Index Linked Interest]
 [Other (specify)]
 (further particulars specified below)
10. Redemption/Payment Basis
 (Condition 6): [Redemption at par]
 [Index Linked Redemption]
 [Dual Currency]
 [Partly-paid]
 [Instalment]
 [Other (specify)]
11. Change of Interest or
 Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into
 another interest or redemption/payment basis]
12. Call/Put Options (Condition 6): [Call Option]
 [Put Option]
 [(further particulars specified below)]
13. Status of the Notes (Condition 3): Unsecured and unsubordinated
14. Listing: [[] (specify)/None]
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions
 (Condition 5(a)): [Applicable]
 (If not applicable, delete this entire paragraph and renumber the
 remaining paragraphs.)
- (i) Rate[(s)] of Interest: [] per cent. per annum [payable [annually/semi-annually/
 quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [] in each year [adjusted in accordance with [specify
 Business Day Convention and any applicable Business
 Centre(s) for the definition of "Business Day"]], [not adjusted
 in accordance with [specify Business Day Convention]]
- (iii) Fixed Coupon Amount[(s)]: [] per Calculation Amount
- (iv) Broken Amount(s): [[Initial/Final] Broken Amount of [] per Calculation
 Amount, payable on [date]]
- (v) Day Count Fraction
 (Condition 5(l)): [30/360 / Actual/Actual ([ICMA/ISDA]) / other]
- (vi) Other terms relating to the
 method of calculating interest
 for Fixed Rate Notes: [Not Applicable/give details]
17. Floating Rate Note Provisions
 (Condition 5(b)): [Applicable]
 (If not applicable, delete this entire paragraph and renumber the
 remaining paragraphs.)
- (i) Interest Period(s): []
- (ii) Specified Interest Payment
 Dates: []
- (iii) Interest Period Date(s): []

- (iv) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (v) Business Centre(s) (Condition 5(l)): []
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): []
- (viii) Screen Rate/Reference Bank Determination (Condition 5(b)(ii)(C)):
- Relevant Time: []
 - Interest Determination Date: [[]] [TARGET] Business Days [in [*specify city for Specified Currency*]] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]
 - Primary Source for Floating Rate: [*Specify relevant screen page or "Reference Banks"*]
 - Reference Banks (if Primary Source is "Reference Banks"): [*Specify four*]
 - Relevant Financial Centre: [*The financial centre most closely connected to the Benchmark – specify if not London*]
 - Benchmark: [*LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark*]
 - Representative Amount: [*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*]
 - Effective Date: [*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*]
 - Specified Duration: [*Specify period for quotation if not duration of Interest Accrual Period*]
- (ix) ISDA Determination (Condition 5(b)(ii)(B)):
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (x) Margin(s): [+/-][] per cent. per annum
- (xi) Minimum Rate of Interest: [] per cent. per annum
- (xii) Maximum Rate of Interest: [] per cent. per annum
- (xiii) Day Count Fraction (Condition 5(l)): []

- (xiv) 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: []
18. Zero Coupon Note Provisions (Condition 5(c)): [Applicable]
(If not applicable, delete this entire paragraph and renumber the remaining paragraphs.)
- (i) Amortization Yield (Condition 6(c)(ii)): [] per cent. per annum
- (ii) Day Count Fraction (Condition 5(l)): []
- (iii) Any other formula/basis of determining amount payable: []
19. Index Linked Interest Note/other variable-linked interest Note Provisions (Condition 5): [Applicable]
(If not applicable, delete this entire paragraph and renumber the remaining paragraphs.)
- (i) Index/Formula/other variable: [give or annex details]
- (ii) Party responsible for calculating Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent): []
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: []
- (iv) Interest Determination Date(s): []
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
- (vi) Interest Period(s): []
- (vii) Specified Interest Payment Dates: []
- (viii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (ix) Business Centre(s) (Condition 5(l)): []

- (x) Minimum Rate of Interest: [] per cent. per annum
- (xi) Maximum Rate of Interest: [] per cent. per annum
- (xii) Day Count Fraction []
(Condition 5(l)):
- 20. Dual Currency Note Provisions [Applicable]
(Condition 5(d)):
(If not applicable, delete this entire paragraph and renumber the remaining paragraphs.)
 - (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
 - (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent): []
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
 - (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

- 21. Call Option (Condition 6(d)):
[Applicable]
(If not applicable, delete this entire paragraph and renumber the remaining paragraphs.)
 - (i) Optional Redemption Date(s): []
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Calculation Amount
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [] per Calculation Amount
 - (b) Maximum Redemption Amount: [] per Calculation Amount
 - (iv) Notice period: []
- 22. Put Option (Condition 6(e)):
[Applicable]
(If not applicable, delete this entire paragraph and renumber the remaining paragraphs.)
 - (i) Optional Redemption Date(s): []
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Calculation Amount

- (iii) Notice period: []
23. Final Redemption Amount of each [] per Calculation Amount
Note (Condition 6):
- In cases where the Final
Redemption Amount is Index
Linked or other variable-linked:
- (i) Index/Formula/variable: [*give or annex details*]
- (ii) Party responsible for []
calculating the Final
Redemption Amount (if not
the Calculation Agent):
- (iii) Provisions for determining []
Final Redemption Amount
where calculated by reference
to Index and/or Formula
and/or other variable:
- (iv) Provisions for determining []
Final Redemption Amount
where calculation by
reference to Index and/or
Formula and/or other
variable is impossible or
impracticable or otherwise
disrupted:
- (v) Payment Date: []
- (vi) Minimum Final Redemption [] per Calculation Amount
Amount:
- (vii) Maximum Final Redemption [] per Calculation Amount
Amount:

24. Early Redemption Amount
(Condition 6(c)):
- Early Redemption Amount(s) per []
Calculation Amount payable 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

25. Form of Notes (Condition 1(a)): Bearer Notes:
[Temporary Global Note exchangeable for a Permanent
Global Note on the Exchange Date]
[Temporary Global Note exchangeable for individual
Definitive Bearer Notes on Exchange Date]

(This option shall not be applicable if Notes may be issued in amounts of a minimum Specified Denomination and integral multiples of a specified amount in excess thereof. Refer to paragraph 6.)

Exchange Date in respect of Temporary Global Note: []

Registered Notes:

[Global Registered Certificate available on Issue Date]

[Individual Definitive Registered Certificates available on Issue Date]

Fed Bookentry Notes:

Fed Bookentry Notes available on Issue Date:

26. New Global Note: [Yes] [No]
27. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 16(ii), 17(v) and 19(ix) relate]
28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature) (Condition 7(g)): [Yes/No. If yes, give details]
29. Unmatured Coupons to become void (Condition 7(f)): [Yes/No]
30. 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 IBRD to forfeit the Notes and interest due on late payment: [Not Applicable/give details]
31. Details relating to instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details of Instalment Amount]
32. Redenomination, renominialization and reconventioning provisions: [Not Applicable/The following provisions apply: []]
33. Consolidation provisions: [Not Applicable/The following provisions apply: []]
34. Governing law (Condition 14): [New York/English/other]
35. Other final terms: [Not Applicable/give details]

DISTRIBUTION

36. (i) If syndicated, names of Managers and underwriting commitments: [Not Applicable/give names and underwriting commitments] (Include names of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)
- (ii) Stabilizing Manager(s) (if any): [Not Applicable/give name(s)]
37. If non-syndicated, name of Dealer: [Not Applicable/give name]
38. Total commission and concession; [] per cent, of the Aggregate Nominal Amount
39. Additional selling restrictions: [Not Applicable/give details]

OPERATIONAL INFORMATION

40. ISIN Code: []
41. Common Code: []
42. CUSIP: []
43. CINS: []
44. 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/give name(s) and number(s)[and address(es)]] [Bookentry system of the Federal Reserve Banks]
45. Delivery: Delivery [against/free of] payment
46. Registrar and Transfer Agent (if any): []
47. Additional Paying Agent(s) (if any): []
48. Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No] [Not Applicable]
[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][Include this text if “Yes” selected in which case the Notes must be issued in New Global Note form]

[GENERAL INFORMATION

IBRD’s most recent Information Statement was issued on [●].]

[SUPPLEMENTAL PROSPECTUS INFORMATION

The Prospectus is hereby supplemented with the following information, which shall be deemed to be incorporated in, and to form part of, the Prospectus.

[Set out here any additional disclosure regarding, for example, taxation or exchange rate movements, which is considered necessary for the particular issue.]

[LISTING APPLICATION

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

RESPONSIBILITY

IBRD accepts responsibility for the information contained in these Final Terms.

Signed on behalf of IBRD:

By:

Name:

Title:

Duly authorized

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

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