Final Terms dated February 7, 2011

International Bank for Reconstruction and Development

Issue of

US$500,000,000 1.375 per cent. Callable Notes due February 10, 2014

under the

Global Debt Issuance Facility

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

**SUMMARY OF THE NOTES**

1. Issuer: International Bank for Reconstruction and Development (“IBRD”)

2. (i) Series Number: 3951
   (ii) Tranche Number: 1

3. Specified Currency or Currencies (Condition 1(d)): United States Dollars (“US$”)

4. Aggregate Nominal Amount:
   (i) Series: US$500,000,000
   (ii) Tranche: US$500,000,000

5. Issue Price: 100 per cent. of the Aggregate Nominal Amount

6. Specified Denominations (Condition 1(b)): US$1,000 and integral multiples thereof

7. Issue Date: February 10, 2011

8. Maturity Date (Condition 6(a)): February 10, 2014

9. Interest Basis (Condition 5): Fixed Rate (further particulars specified below)

10. Redemption/Payment Basis (Condition 6): Redemption at par

11. Change of Interest or Redemption/Payment Basis: Not Applicable

12. Call/Put Options (Condition 6): Call Option (further particulars specified below)

13. Status of the Notes (Condition 3): Unsecured and unsubordinated
14. Listing: None
15. Method of distribution: Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions (Condition 5(a)): Applicable
   (i) Rate of Interest: 1.375 per cent. per annum payable semi-annually in arrear
   (ii) Interest Payment Date(s): February 10 and August 10 in each year, commencing August 10, 2011, to and including the Maturity Date
   (iii) Fixed Coupon Amount: US$6.88 per Specified Denomination
   (iv) Day Count Fraction (Condition 5(l)): 30/360
   (v) Other terms relating to the method of calculating interest for Fixed Rate Notes: Not Applicable

PROVISIONS RELATING TO REDEMPTION

17. Call Option (Condition 6(d)): Applicable
   (i) Optional Redemption Date(s): February 10, 2012
   (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amounts: In whole only, at US$1,000 per Specified Denomination
   (iii) Notice Period: Not less than 5 New York Business Days prior to the Optional Redemption Date delivered in accordance with Condition 12(c).

18. Final Redemption Amount of each Note (Condition 6): US$1,000 per Specified Denomination

19. Early Redemption Amount (Condition 6(c)): As set out in the Conditions

GENERAL PROVISIONS APPLICABLE TO THE NOTES

20. Form of Notes (Condition 1(a)): Fed Bookentry Notes:
    Fed Bookentry Notes available on Issue Date

21. New Global Note: No

22. Financial Centre(s) or other special provisions relating to payment dates (Condition 7(h)): New York
24. Other final terms: Not Applicable

**DISTRIBUTION**

25. (i) If syndicated, names of Managers and underwriting commitments: Not Applicable
   (ii) Stabilizing Manager(s) (if any): Not Applicable

26. If non-syndicated, name of Dealer: Merrill Lynch, Pierce, Fenner & Smith Incorporated
27. Total commission and concession: No commission or concessions are payable in respect of the Notes.
28. Additional selling restrictions: Not Applicable

**OPERATIONAL INFORMATION**

29. ISIN Code: US459058BC61
30. Common Code: 058876771
31. CUSIP: 459058BC6
32. 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): Bookentry system of the Federal Reserve Banks; Euroclear Bank S.A./N.V.; Clearstream Banking, société anonyme

33. Delivery: Delivery against payment
34. Intended to be held in a manner which would allow Eurosystem eligibility: Not Applicable

**GENERAL INFORMATION**

IBRD’s most recently published Information Statement was issued on September 22, 2010.
RESPONSIBILITY

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

Signed on behalf of IBRD:

By: ..........................................................

Name:
Title:
Duly authorized