# **PRICING SUPPLEMENT**

## **Inter-American Development Bank**

# **Global Debt Program**

Series No: 786

COP 50,000,000,000 3.50 percent Notes due March 17, 2026 (the "Notes") Payable in United States Dollars

Issue Price: 97.774 percent

Application has been made for the Notes to be admitted to the Official List of the Financial Conduct Authority and to trading on the London Stock Exchange plc's UK Regulated Market

J.P. Morgan

The date of this Pricing Supplement is March 12, 2021

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 July 28, 2020 (the "Prospectus") (which for the avoidance of doubt does not constitute a prospectus for the purposes of Part VI of the United Kingdom ("UK") Financial Services and Markets Act 2000 or a base prospectus for the purposes of Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation") or the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA")). This Pricing Supplement must be read in conjunction with the Prospectus. This document is issued to give details of an issue by the Inter-American Development Bank (the "Bank") under its Global Debt Program and to provide information supplemental to the Prospectus. 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 and the Prospectus.

UK MiFIR product governance / Retail investors, professional investors and ECPs target market – See "General Information—Additional Information Regarding the Notes— Matters relating to UK MiFIR" below.

## **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. Together with the applicable Conditions (as defined above), which are expressly incorporated hereto, these are the only terms that form part of the form of Notes for such issue.

1.	Series No.:	786
2.	Aggregate Principal Amount:	COP 50,000,000,000
3.	Issue Price:	COP 48,887,000,000, which is 97.774 percent of the Aggregate Principal Amount
		The Issue Price will be payable in USD in the amount of USD 13,287,905.06 at the agreed rate of COP 3,679.06 per one USD.
4.	Issue Date:	March 17, 2021
5.	Form of Notes (Condition 1(a)):	Registered only
6.	New Global Note:	No
7.	Authorized Denomination(s) (Condition 1(b)):	COP 10,000,000

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8.	Specified Currency (Condition 1(d)):	Colombian Peso ("COP"), the lawful currency of the Republic of Colombia, <i>provided</i> that all payments in respect of the Notes will be made in United States Dollars ("USD")
9.	Specified Principal Payment Currency (Conditions 1(d) and 7(h)):	USD
10.	Specified Interest Payment Currency (Conditions 1(d) and 7(h)):	USD
11.	. Maturity Date (Condition 6(a); Fixed Interest Rate and Zero Coupon):	March 17, 2026
		The Maturity Date is subject to the Business Day Convention with no adjustment to the amount of interest otherwise calculated. Further, the date of payment in respect of the Maturity Date is subject to postponement if any of the Applicable Disruption Fallbacks apply, with no adjustment to the amount of interest otherwise calculated.
12.	Interest Basis (Condition 5):	Fixed Interest Rate (Condition 5(I))
13.	Interest Commencement Date (Condition 5(III)):	Issue Date (March 17, 2021)
14.	Fixed Interest Rate (Condition 5(I)):	
	(a) Interest Rate:	3.50 percent per annum
	(b) Fixed Rate Interest Payment Date(s):	Annually on March 17 in each year, commencing on March 17, 2022 and ending on the Maturity Date.
		Each Fixed Rate Interest Payment Date is subject to the Business Day Convention with no adjustment to the amount of interest otherwise calculated. Further, the date of payment in respect of each Fixed Rate Interest Payment Date is subject to postponement if any of the Applicable

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Disruption Fallbacks apply, with no adjustment to the amount of interest otherwise calculated.

#### Calculation of Interest Amount.

For the purposes of the calculation of the Interest Amount payable for any Interest Period, there shall be no adjustment pursuant to the Business Day Convention.

As soon as practicable and in accordance with the procedure specified herein, the Calculation Agent will determine the Reference Rate (as defined below) and calculate the Interest Amount with respect to each minimum Authorized Denomination for the relevant Interest Period.

The Interest Amount with respect to any Interest Period shall be a USD amount calculated using the Reference Rate determined as of the relevant Rate Fixing Date (as defined below) as follows:

> COP 350,000 per minimum Authorized Denomination *divided by* the Reference Rate

(and rounding, if necessary, the entire resulting figure to the nearest two decimal places, with USD 0.005 being rounded upwards).

"Bogotá Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Bogotá.

"COP TRM' (COP02) Rate" means, in respect of a Rate Fixing Date, the COP/USD fixing rate for USD, expressed as the amount of COP per one USD, for settlement on the

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same day reported by the Colombian Financial Superintendency (www.banrep.gov.co) as the "Tasa Representativa del Mercado (TRM)" (also referred to as the "Tasa de Cambio Representativa del Mercado" (TCRM)) as published on the Reuters Screen CO/COL03 Page opposite the caption "TCRM" below the heading "Hoy" at approximately 12:00 noon, Bogotá time, on the first Bogotá Business Day following the relevant Rate Fixing Date (or such other page or service as may replace such page for the purposes of displaying such "COP TRM" (COP02) Rate); provided that the "COP TRM" (COP02) Rate found on the website of the Colombian Financial Superintendency shall prevail in case of conflict with the rate appearing on Reuters Screen CO/COL03 Page. If the Reuters Screen CO/COL03 Page no longer reports such rate or is no longer available and has not been replaced by any other page or service, the Calculation Agent shall be entitled to obtain such rate as reported by the Colombian Financial Superintendency from any other screen or information source that it deems appropriate in good faith and in a commercially reasonable manner.

"Rate Fixing Date" for any Interest Payment Date or the Maturity Date or date on which an amount is payable means the fifth Valuation Business Day prior to such date.

"Reference Rate" means, in respect of a Rate Fixing Date:

 (a) the COP/USD exchange rate, expressed as the amount of COP per one USD determined by the Calculation Agent on the first Bogotá Business Day following the relevant Rate Fixing Date by reference to the

applicable "COP TRM" (COP02) Rate; or

(b) in the event that the "COP TRM" (COP02) Rate is not available on the first Bogotá Business Day following the relevant Rate Fixing Date, the Calculation Agent shall determine that a "Price Source Disruption" has occurred, and shall promptly inform the Bank and the Global Agent of such occurrence. For the purposes of obtaining a Reference Rate, the Applicable Disruption Fallbacks will apply.

"Valuation Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London, New York and Bogotá.

# Applicable Disruption Fallbacks (in order of application):

1. Valuation Postponement. For purposes of obtaining a Reference Rate, the Reference Rate will be determined on the Valuation Business Day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date, that, but for the occurrence of the Price Source Disruption, would have been the Rate Fixing Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Reference Rate will be determined on the next Valuation Business Day after the Maximum Days of Postponement in accordance with the next Applicable Disruption Fallback.

2. <u>Calculation Agent Determination of</u> <u>the Reference Rate</u>. For purposes of obtaining a Reference Rate, the Calculation Agent will determine the Reference Rate (or a method for determining the Reference Rate) in its sole discretion, acting in good faith and in a commercially reasonable manner.

Notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 30 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such 30 day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period, then such day shall be deemed to be a Rate Fixing Date, and (y) if, upon the lapse of any such 30 day period, a Price Source Disruption shall have occurred or be continuing on the day following such period, then the Valuation Postponement shall not apply and the Reference Rate shall be determined in accordance with the next Applicable Disruption Fallback (i.e., Calculation Agent Determination of the Reference Rate).

"Maximum Days of Postponement" means 30 calendar days.

"Unscheduled Holiday" means a day that is not a Valuation Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Bogotá two Valuation Business Days prior to the relevant Rate Fixing Date.

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	(c) Business Day Convention:	Following Business Day Convention
	(d) Fixed Rate Day Count Fraction(s):	Actual/Actual (ICMA)
	(e) Calculation Agent:	JPMorgan Chase Bank, N.A.
15.	Relevant Financial Center:	Bogotá, London and New York
16.	Relevant Business Days:	Bogotá, London and New York
17.	Redemption Amount (Condition 6(a)):	The Redemption Amount with respect to each minimum Authorized Denomination will be a USD amount calculated by the Calculation Agent as of the Rate Fixing Date with respect to the Maturity Date as follows:
		minimum Authorized Denomination divided by the Reference Rate
		(and rounding, if necessary, the entire resulting figure to the nearest 2 decimal places, with USD 0.005 being rounded upwards).
		Payment of the Redemption Amount will occur on the Maturity Date, as may be postponed pursuant to paragraph 11 above.
18.	Issuer's Optional Redemption (Condition 6(e)):	No
19.	Redemption at the Option of the Noteholders (Condition 6(f)):	No
20.	Early Redemption Amount (including accrued interest, if applicable) (Condition 9):	In the event the Notes become due and payable as provided in Condition 9 (Default), the Early Redemption Amount with respect to each minimum Authorized Denomination will be a USD amount equal to the Redemption Amount that is determined in accordance with "17. Redemption Amount

(Condition 6(a))" plus accrued and unpaid

		interest, if any, as determined in accordance with "14. Fixed Interest Rate (Condition 5(I))"; <u>provided</u> that for purposes of such determination, the "Rate Fixing Date" shall be the date that is five (5) Valuation Business Days prior to the date upon which the Notes become due and payable as provided in Condition 9 ( <i>Default</i> ).
21.	Governing Law:	New York
Oth	er Relevant Terms	
1.	Listing:	Application has been made for the Notes to be admitted to the Official List of the Financial Conduct Authority and to trading on the London Stock Exchange plc's UK Regulated Market with effect from the Issue Date.
2.	Details of Clearance System Approved by the Bank and the Global Agent and Clearance and Settlement Procedures:	Euroclear Bank SA/NV and/or Clearstream Banking S.A.
3.	Syndicated:	No
4.	Commissions and Concessions:	No commissions or concessions are payable in respect of the Notes. An affiliate of the Dealer has arranged a swap with the Bank in connection with this transaction and will receive amounts thereunder that may comprise compensation.
5.	Estimated Total Expenses:	None. The Dealer has agreed to pay for all material expenses related to the issuance of the Notes, except the Bank will pay for the London Stock Exchange listing fees, if applicable.
6.	Codes:	
	(a) Common Code:	231239413

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	(b) ISIN:	XS2312394138
7.	Identity of Dealer:	J.P. Morgan Securities plc
8.	Provision for Registered Notes:	
	(a) Individual Definitive Registered Notes Available on Issue Date:	No
	(b) DTC Global Note(s):	No
	(c) Other Registered Global Notes:	Yes, issued in accordance with the Amended and Restated Global Agency Agreement, dated as of July 28, 2020, between the Bank, Citibank, N.A., London Branch as Global Agent, and the other parties thereto.
9.	Intended to be held in a manner which would allow Eurosystem eligibility:	Not Applicable
10.	Selling 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.
		The Dealer acknowledges that one or more tranches of Notes of this series may be originally issued at an issue price that constitutes original issue discount (OID) in excess of "de minimis" OID within the meaning of applicable United States tax regulations, and that the Bank does not intend for any Notes of this series to be distributed in the United States or to come into the hands of U.S. persons. Accordingly, the Dealer agrees not to offer or sell any Notes of this

series in the United States or to U.S. persons.

(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)	Colombia:	This Pricing Supplement does not constitute and may not be used for, or in connection with, a public offering as defined in the laws of the Republic of Colombia and shall be valid in Colombia only to the extent permitted by Colombian law. Therefore, the Notes will not be marketed, offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offering. Any promotional or advertisement activity shall comply with the requirements set out by Colombian law. The Notes have not been registered in the Republic of Colombia and may only be exchanged in the territory of the Republic of Colombia to the extent permitted by applicable law. The information contained in this Pricing Supplement is provided for assistance purposes only and no representation or warranty is made as to the accuracy or completeness of the information contained herein.
(d)	Singapore:	In the case of the Notes being offered into Singapore in a primary or subsequent distribution, and solely for the purposes of its obligations pursuant to Section 309B of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Bank has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as 11

defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

(e) General: 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 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.

## **General Information**

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

1. Use of Proceeds

An amount equal to the net proceeds of the issue of the Notes (which proceeds may be converted into other currencies) shall be recorded by the Bank in a separate sub-account supporting Eligible Projects. These proceeds will be invested in accordance with the Bank's conservative liquidity investment guidelines until used to support the Bank's financing of Eligible Projects. So long as the Notes are outstanding and the account has a positive balance, the Bank shall direct an amount equal to such net proceeds to its lending projects within the fields of Education, Youth, and Employment, subject to and in accordance with the Bank's policies. The Bank shall allocate amounts from the subaccount to support the financing of Eligible Projects on a semi-annual basis.

"Eligible Projects" means all projects funded, in whole or in part, by the Bank that promote early childhood care and education, through formal primary and secondary education, or facilitate labor market placement by improving the transition from school to work through vocational training. Eligible Projects may include projects in Latin America and the Caribbean that target (a) early childhood development, effective teaching and learning among children and youth ("Education Projects"), (b) early childhood care and youth-at-risk programs ("Youth Projects") or (c) labor intermediation systems, job opportunities and workforce skills ("Employment Projects").

Examples of Education Projects include, without limitation:

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- Early childhood development programs
- Primary education programs, which includes teacher training, bilingual education, literacy, math and science education and school infrastructure
- Secondary education programs, which includes programs directed to improving retention and graduation, developing teaching and learning methods and providing assistance to disadvantaged children
- Compensatory education programs
- Teacher education and effectiveness programs
- E-education programs

Examples of Youth Projects include, without limitation:

- Support for parents and caregivers to improve quality of child care
- Youth-At-Risk programs which support interventions, policy design, and/or impact evaluations to benefit at-risk youth

Examples of Employment Projects include, without limitation:

- School-to-Work transition programs
- Vocational and technical education programs
- Human resources and workforce development programs
- Labor intermediation systems
- Vocational and Workforce training programs, directed at improving social and labor acclimation for youth, unemployed adults and active workers

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

2. Matters relating to UK MiFIR

The Bank does not fall under the scope of application of the UK MiFIR regime. Consequently, the Bank does not qualify as an "investment firm", "manufacturer" or "distributor" for the purposes of UK MiFIR.

UK MiFIR product governance / Retail investors, professional investors and ECPs target market – Solely for the purposes of the UK manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA, eligible counterparties, as defined in COBS, and professional clients, as defined in UK MiFIR; and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the UK manufacturer's target market assessment; however, a distributor

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subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the UK manufacturer's target market assessment) and determining appropriate distribution channels.

For the purposes of this provision, (i) the expression "UK manufacturer" means the Dealer, (ii) the expression "COBS" means the FCA Handbook Conduct of Business Sourcebook, (iii) the expression "UK MiFIR" means Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA, and (iv) the expression "UK MiFIR Product Governance Rules" means the FCA Handbook Product Intervention and Product Governance Sourcebook.

## 3. Additional Investment Considerations:

There are significant risks associated with the Notes, including but not limited to exchange rate risk, price risk and liquidity risk. Investors should consult their own financial, legal, accounting and tax advisors about the risks associated with an investment in these Notes, the appropriate tools to analyze that investment, and the suitability of the investment in each investor's particular circumstances.

Payment of each Interest Amount and the Redemption Amount will be based on the Reference Rate, which is a measure of the rate of exchange between the COP and the USD. Currency exchange rates are volatile and will affect the holder's return. In addition, the government of Colombia can from time to time intervene in the foreign exchange market. These interventions or other governmental actions could adversely affect the value of the Notes, as well as the yield (in USD terms) on the Notes and the amount payable at maturity or upon acceleration. Even in the absence of governmental action directly affecting currency exchange rates, political or economic developments in Colombia or elsewhere could lead to significant and sudden changes in the exchange rate between the COP and the USD.

The methodologies for determining the Reference Rate may result in a Redemption Amount (or Early Redemption Amount, as the case may be) of the Notes, or an Interest Amount on the Notes, being significantly less than anticipated or less than what an alternative methodology for determining the Reference Rate would yield.

The Bank may hedge its obligations under the Notes by entering into a swap transaction with an affiliate of the Dealer as swap counterparty. Assuming no change in market conditions or any other relevant factors, the price, if any, at which the Dealer or another purchaser might be willing to purchase Notes in a secondary market transaction is expected to be lower, and could be substantially lower, than the original issue price of the Notes. This is due to a number of factors, including that (i) the potential profit to the secondary market purchaser of the Notes may be incorporated into any offered price and (ii) the cost of funding used to value the Notes in the secondary market is expected to be higher

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than our actual cost of funding incurred in connection with the issuance of the Notes. In addition, the original issue price of the Notes included, and secondary market prices are likely to exclude, the projected profit that our swap counterparty or its affiliates may realize in connection with this swap. Further, as a result of dealer discounts, mark-ups or other transaction costs, any of which may be significant, the original issue price may differ from values determined by pricing models used by our swap counterparty or other potential purchasers of the Notes in secondary market transactions.

The Notes offered by this Pricing Supplement are complex financial instruments and may not be suitable for certain investors. Investors intending to purchase the Notes should consult with their tax and financial advisors to ensure that the intended purchase meets the investment objective before making such purchase.

### INTER-AMERICAN DEVELOPMENT BANK