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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer

Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934

Date: March 19, 2009
Commission File Number 001-31528

IAMGOLD Corporation

(Translation of registrant's name into English)

401 Bay Street Suite 3200, PO Box 153
Toronto, Ontario, Canada M5H 2Y4
Tel: (416) 360-4710
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F ☐ Form 40-F ☒

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

INCORPORATION BY REFERENCE

Exhibit 3.1.1 to this Form 6-K is hereby incorporated by reference as an exhibit into the registration statement on Form F-10 of IAMGOLD Corporation (File No. 333-157782).

Description of Exhibit

Exhibit	Description of Exhibit
3.1.1	Amending Agreement to the Underwriting Agreement dated March 17, 2009

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

	IAMGOLD CORPORATION	
Date: March 19, 2009	By:	/s/ PAUL OLMSTED
		Paul B. Olmsted Senior Vice-President, Corporate Development

Exhibit 3.1.1

AMENDING AGREEMENT

WHEREAS Canaccord Capital Corporation, TD Securities Inc., CIBC World Markets Inc., GMP Securities L.P, Macquarie Capital Markets Canada Ltd., Scotia Capital Inc., UBS Securities Canada Inc., Cormark Securities Inc., National Bank Financial Inc., Paradigm Capital Inc., RBC Dominion Securities Inc., Thomas Weisel Partners Canada Inc., Dundee Securities Corporation, Genuity Capital Markets, Goldman Sachs Canada Inc. and Salman Partners Inc. (each an " **Underwriter** " and collectively the " **Underwriters** ") and IAMGOLD Corporation (the " **Corporation** ") entered into an underwriting agreement dated March 10, 2009 (the " **Underwriting Agreement** ");

AND WHEREAS the Underwriters and the Corporation wish to amend the Underwriting Agreement in the manner hereinafter set out;

NOW THEREFORE it is hereby agreed as follows:

Section 1. Effect of Amending Agreement

1.1 This agreement (the " **Amending Agreement** ") is supplemental to the Underwriting Agreement (including all Schedules annexed thereto) and this Amending Agreement shall hereafter be read together and shall have effect as if all the provisions thereof and all the provisions hereof were contained in one agreement.

1.2 Terms defined in the Underwriting Agreement (including all Schedules annexed thereto) have the same respective meanings in this Amending Agreement.

Section 2. Amendments

The Underwriting Agreement is hereby amended as follows:

2.1 By deleting in its entirety Section 7.2 and substituting the following text:

The Corporation will pay the out-of-pocket accountable expenses reasonably incurred by the Underwriters in connection with the transactions contemplated herein (the " **Underwriters' Expenses** "). For greater clarity, the Corporation will pay all costs and expenses related to the Offering, including, without limitation, the reasonable fees and disbursements of all legal counsel for the Underwriters (the fees and disbursements of United States legal counsel to the Underwriters not to exceed $215,000) and all costs and expenses of, incidental to or in connection with:

(a) the creation, issuance, sale and distribution of the Offered Securities;

(b) the qualification of the Offered Securities for distribution in the Qualifying Jurisdictions and in the U.S.;

(c) all filing fees payable under Applicable Securities Laws and U.S. securities laws;

(d) listing fees for the Offered Securities on the TSX and the NYSE;

(e) the fees and disbursements of the Corporation's auditors and legal counsel;

(f) the preparation, printing or other production of the Preliminary Prospectus, any Prospectus Amendment, the Final Prospectus, the U.S. Prospectus, the Registration Statement, the Permitted Free Writing Prospectus and any "green sheet";

(g) the preparation of audio-visual material, marketing documents and other marketing devices;

(h) the Underwriters' due diligence, the "roadshow" and marketing and information meetings (such costs and expenses not to exceed $15,000);

(i) the preparation and printing of certificates representing the Offered Securities; and

(j) the reasonable fees and expenses of the Corporation's transfer agent and registrar, as well as out-of-pocket costs.

Notwithstanding anything to the contrary in this Agreement, in the case that the transactions contemplated herein are not completed the Corporation shall only pay the out-of-pocket accountable expenses reasonably incurred by the Underwriters. The Underwriters' Expenses will be payable by the Corporation at the Time of Closing on the Closing Date (and, if applicable, on each Over-Allotment Closing Date) or upon receipt by the Corporation of a detailed invoice from the Underwriters.

2.2 By deleting in its entirety the text in Section 13.5 and substituting the following text:

This Agreement and the amending agreement dated March 17, 2009 between the Underwriters and the Corporation (the " **Amending Agreement** ") constitutes the entire agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein or in the Amending Agreement and this Agreement together with the Amending Agreement supersede any previous agreements, arrangements or understandings among the parties, including the Engagement Letter.

Section 3. General

3.1 This Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3.2 This Amending Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.3 The Underwriting Agreement and this Amending Agreement (together with all other documents and instruments referred to herein and therein) constitutes the entire agreement among the parties with respect to the subject matter hereof and thereof. The execution of this Amending Agreement does not constitute a waiver by any party of any rights, obligations, conditions, covenants or representations or warranties in or arising from the Underwriting Agreement.

3.4 This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Amending Agreement to produce more than one counterpart.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Underwriters and the Corporation have caused this Amending Agreement to be executed as of March 17, 2009.

CANACCORD CAPITAL CORPORATION

Per: /s/ CRAIG WARREN

Name: Craig Warren
Title: Managing Director

TD SECURITIES INC.

Per: /s/ EWAN MASON

Name: Ewan Mason
Title: Managing Director, Head of Global Mining

CIBC WORLD MARKETS INC.

Per: /s/ RICK MCCREARY

Name: Rick McCreary
Title: Managing Director & Co-Head of Global Mining

GMP SECURITIES L.P.

Per: /s/ MARK WELLINGS

Name: Mark Wellings
Title: Managing Director, Investment Banking

MACQUARIE CAPITAL MARKETS CANADA LTD.

Per: /s/ RON D'AMBROSIO

Name: Ron D'Ambrosio
Title: Senior Vice President

SCOTIA CAPITAL INC.

Per: /s/ JEFFREY W. RICHMOND

Name: Jeffrey W. Richmond
Title: Managing Director

UBS SECURITIES CANADA INC.

Per: /s/ DAVID SHAVER

Name: David Shaver
Title: Managing Director

CORMARK SECURITIES INC.

Per: /s/ DARREN WALLACE

Name: Darren Wallace
Title: Director, Investment Banking

NATIONAL BANK FINANCIAL INC.

Per: /s/ BRUNO KAISER

Name: Bruno Kaiser
Title: Managing Director

PARADIGM CAPITAL INC.

Per: /s/ ANDREW PARTINGTON

Name: Andrew Partington
Title: Partner, Corporate Finance

RBC DOMINION SECURITIES INC.

Per: /s/ LANCE RISOR

Name: Lance Risor
Title: Managing Director

THOMAS WEISEL PARTNERS CANADA INC.

Per: /s/ NICK POCRNIC

Name: Nick Pocrnic
Title: Managing Director

DUNDEE SECURITIES CORPORATION

Per: /s/ RICHARD M. COHEN

Name: Richard M. Cohen
Title: Managing Director, Investment Banking

GENUITY CAPITAL MARKETS

Per: /s/ GUNNAR EGGERTSON

Name: Gunnar Eggertson
Title: Principal

GOLDMAN SACHS CANADA INC.

Per: /s/ JOHN R. BOOTH

Name: John R. Booth
Title: Vice-President

SALMAN PARTNERS INC.

Per: /s/ STEVEN A. LATIMER

Name: Steven A. Latimer
Title: Executive Vice President

IAMGOLD CORPORATION

Per: /s/ PAUL OLMSTED

Name: Paul Olmsted
Title: SVP Corporate Development