

IAMGOLD CORP

FORM 6-K (Report of Foreign Issuer)

Filed 2/2/2006 For Period Ending 1/31/2006

Address	220 BAY ST 5TH FL TORONTO ONTARIO CANADA, M5J 2W4
Telephone	416-360-4710
CIK	0001203464
Industry	Gold & Silver
Sector	Basic Materials
Fiscal Year	12/31

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FORM 6-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Report of Foreign Private Issuer

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

Date: January 31, 2006
Commission File Number 001-31528

IAMGold Corporation

(Translation of registrant's name into English)

220 Bay Street, 5th Floor
Toronto, Ontario M5J 2W4, Canada
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.

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82- _____

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: January 31, 2006

/s/ Larry E. Phillips

Larry E. Phillips
Vice-President, Corporate Affairs & Corporate Secretary

EXHIBIT INDEX

99.1 Amendment Deed dated 17 January 2006

Amendment Deed

Gallery Gold Limited
ACN 009 125 197

IAMGOLD Corporation
(a company incorporated in Canada)

Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000
Telephone: (08) 9366 8000
Fax: (08) 9366 8111



Ref: DRD MRW 09 1392 4804

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AMENDMENT DEED

DATE 17 January 2006

PARTIES

Gallery Gold Limited ACN 009 125 197 (**Gallery**)

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definition applies in this document:

Implementation Agreement means the Implementation Agreement dated 5 December 2005 between Gallery and IAMGOLD.

1.2 Terms defined in Implementation Agreement

Terms that are not defined in clause 1.1 and that are defined in the Implementation Agreement (as amended by this document) have the same meanings in this document.

1.3 Rules for interpreting this agreement

Clause 1.2 of the Implementation Agreement applies to this document as if set out in full in this document with any necessary changes.

2. AMENDMENTS

2.1 Amendments

The Implementation Agreement is amended with effect on and from the date of this document as follows:

- (a) by deleting all references in the Implementation Agreement to “American Stock Exchange” and “AMEX” and substituting them with references to “New York Stock Exchange” and “NYSE”, respectively; and
- (b) by deleting clause 7(a) of the Implementation Agreement in its entirety and substituting the following new clause 7(a):

“7(a) (**Gallery Options**) make an offer to Gallery Optionholders to acquire on the Implementation Date (such offer to be unconditional, save that it may be made subject to Implementation occurring) all of the Gallery Options, to the extent that they have not lapsed or been exercised prior to the Implementation Date, for consideration to be satisfied by the payment, within 5 Business Days after the Implementation Date, in cash to an account nominated in writing by each Gallery Optionholder (or as

otherwise agreed by the parties) of an amount in respect of each Gallery Option equal to (1) the weighted average sale price of IAMGOLD Shares on TSX over the five Business Days up to and including the last full day of trading of Gallery Shares on ASX (converted to dollars at the spot rate for conversion from Canadian dollars on that date) divided by 22 *less* (2) the exercise price of the relevant Gallery Option, provided that if a negative number results from that calculation, the amount payable will be deemed to be zero.

IAMGOLD must also as part of such offer confirm that each holder of Gallery Options will following completion of the Scheme be entitled to participation in IAMGOLD’s employee incentive schemes.”

2.2 Effect of Amendments

Clause 2.1 does not affect any right or obligation that arises before the date of this document.

3. GENERAL

3.1 Governing law

- (a) This document is governed by the law in force in Western Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court that may hear appeals from any of those courts, for any proceedings in connection with this document and waives any right it might have to claim those courts are an inconvenient forum.

3.2 Counterparts

This document may be executed in counterparts.

3.3 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED as a deed.

**EXECUTED by GALLERY GOLD
LIMITED ACN 009 125 197:**

/s/ Hamish J L Bohannan

Signature of director

Hamish J L Bohannan

Name

/s/ Graham Douglas Anderson

Signature of director/secretary

Graham Douglas Anderson

Name

**EXECUTED by IAMGOLD CORPORATION,
a company incorporated in Canada:**

/s/ Joe Conway

Signature of director

Joe Conway

Name

/s/ Larry Phillips

Signature of director/secretary

Larry Phillips

Name
