
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: December 24, 2014

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

This Report on Form 6-K is incorporated by reference into the registrant's Registration Statement on Form S-8 (File No. 333-142127).

Description of Exhibit

<u>Exhibit</u>	<u>Description of Exhibit</u>
99.1	Amendment No. 2 to the Share Purchase Agreement – IAMGOLD Corporation and 8961166 Canada Inc. – December 23, 2014

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: December 24, 2014

By: /s/ Tim Bradburn
Associate General Counsel and Corporate Secretary

THIS AMENDMENT NO. 2 TO THE SHARE PURCHASE AGREEMENT dated the 23rd day of December, 2014.

BETWEEN :

IAMGOLD CORPORATION , a corporation existing under the laws of Canada (“ **IAMGOLD** ”),

– and –

8961166 CANADA INC., a corporation existing under the laws of Canada (the “**Purchaser**”),

WHEREAS IAMGOLD and the Purchaser entered into a share purchase agreement dated October 3, 2014 as amended on November 4, 2014 (the “ **SPA** ”);

AND WHEREAS subject to the terms and conditions of this Amending Agreement, the Parties wish to formally amend certain definitions in Section 1.1 of the SPA and paragraph (z)(xix) of Schedule 3.1 of the SPA;

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein shall have the same meaning ascribed to them in the SPA.

1.2 Interpretation

The terms of the SPA shall remain in full force and effect unaffected except as modified by the terms of this Amending Agreement.

ARTICLE 2 AMENDMENTS

2.1 Amendment s

(a) The SPA is hereby amended by deleting the definition of “Gross Proceeds Royalty Agreement” in Section 1.1 of the SPA in its entirety and replacing it with the following:

“ **Gross Proceeds Royalty Agreement** ” means the gross proceeds royalty payment agreement to be entered into at any time prior to the Closing between IAMGOLD and Niobec, in the form attached as Schedule A to the Non-Niobium Transfer Agreement;

(b) The SPA is hereby amended by deleting the definition of “Non-Niobium Transfer Agreement” in Section 1.1 of the SPA in its entirety and replacing it with the following:

“ **Non-Niobium Transfer Agreement** ” means the agreement providing for, among other things, the sale of the interest in the Non-Niobium Mineral Substances and Non-Niobium Products located on the Niobec Property by IAMGOLD to Niobec to be entered into at any time prior to the Calculation Time between IAMGOLD and Niobec, in the form attached hereto as Schedule 5.1.1;

(c) The SPA is hereby amended by deleting paragraph (z)(xix) of Schedule 3.1 in its entirety and replacing it with the following:

[Redacted—Commercially sensitive information]

ARTICLE 3 GENERAL

3.1 Entire Agreement and Binding Effect

The foregoing provisions shall be binding on the Parties notwithstanding any provision of the SPA, and the agreements herein shall form a part of the entire agreement between the Parties, including, for the purposes of Section 10.6 (“Entire Agreement, Binding Effect and Assignment”) of the SPA.

3.2 Counterparts

This Amending Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amending Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

3.3 Governing Law

This Amending Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the Parties have caused this Amending Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

IAMGOLD CORPORATION

Per: "Carol T. Banducci"
Name: Carol T. Banducci
Title: Executive Vice President and Chief Financial Officer

Per: "Jeffery A. Snow"
Name: Jeffery A. Snow
Title: General Counsel, Senior Vice President, Business Development

8961166 CANADA INC.

Per: "Aaron Regent"
Name: Aaron Regent
Title: Chairman & CEO

Per: "Matthew Fenton"
Name: Matthew Fenton
Title: Vice President