

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A/A

Amendment No. 1

For Registration of Certain Classes of Securities Pursuant
to Section 12(b) or 12(g) of the Securities Exchange Act of 1934

EQUIFAX INC.

(Exact Name of Registrant as Specified in Its Charter)

Georgia
(State or other jurisdiction)
of incorporation or organization)

58-0401110
(I.R.S. Employer
Identification No.)

1550 Peachtree Street, N.W.
Atlanta, Georgia
(Address of principal executive offices)

30309
(Zip Code)

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If this form relates to the registration of a
class of securities pursuant to Section 12(b)
of the Exchange Act and is effective
pursuant to General Instruction A.(c), please
check the following box. [X]

<C>

If this form relates to the registration of a
class of securities pursuant to Section 12(g)
of the Exchange Act and is effective
pursuant to General Instruction A.(d),
please check the following box. []

Securities Act registration statement file number to which this form relates: _____

(If applicable)

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Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

Common Stock Purchase Rights

New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None.

Item 1. Description of Registrant's Securities to be Registered.

Equifax Inc., a Georgia corporation (the "Company"), amended the Rights Agreement dated October 25, 1995 (the "Rights Agreement") between the Company and SunTrust Bank, Atlanta, as Rights Agent, pursuant to the Amendment to Rights Agreement dated as of July 7, 2001 between the Company and SunTrust Bank, as Rights Agent (the "Amendment"), for purposes of adjusting the Purchase Price, as defined in the Rights Agreement, to reflect the effect of a special distribution to the Company's shareholders of all of the shares of Certegy Inc., a wholly-owned subsidiary of the Company (as well as all prior Purchase Price adjustments and/or events for which an adjustment is appropriate).

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as an exhibit hereto and incorporated herein by reference. Copies of the Rights Agreement, as amended and the related Summary of Rights to Purchase Common Shares, which is attached as Exhibit B to the Rights Agreement, are available free of charge from the Company.

Item 2. Exhibits.

Exhibit No.	Description
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99.1	Amendment to Rights Agreement, dated as of July 7, 2001, to the Rights Agreement, Dated as of October 25, 1995, between the Company and SunTrust Bank
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SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

EQUIFAX INC.
(Registrant)

By: /s/ Kent E. Mast

Name: Kent E. Mast
Title: Corporate Vice President, General Counsel
and Secretary

Dated: July 9, 2001

INDEX TO EXHIBITS

Exhibit No.	Description
- - - - -	- - - - -
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AMENDMENT TO RIGHTS AGREEMENT

THIS AMENDMENT TO RIGHTS AGREEMENT (this "Amendment") is made and entered as of the 7th day of July, 2001, by and between EQUIFAX INC., a Georgia corporation (the "Company"), and SUNTRUST BANK, a Georgia banking corporation (the "Rights Agent").

PRELIMINARY STATEMENTS

The Company and the Rights Agent entered into that certain Rights Agreement dated as of October 25, 1995 (the "Original Agreement"). The parties now desire to amend the Original Agreement in certain respects to adjust the Purchase Price, as defined in the Original Agreement, to reflect appropriately the effect of a special distribution to the shareholders of the Company of all of the shares of Certegy Inc., a wholly-owned subsidiary of the Company (as well as all prior Purchase Price adjustments and/or events for which an adjustment is appropriate), such amendment to be cumulative of, and in lieu of, any and all other adjustments under the terms of the Original Agreement through the date of such special distribution.

NOW THEREFORE, in consideration of the preliminary statements and mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. Definition of Terms. Terms used herein with their initial letters

capitalized and not otherwise defined herein shall have the meaning given to such terms in the Original Agreement.

2. Amendment to Original Agreement. The Original Agreement is hereby

amended in the following respect:

(a) Amendment to Section 1(q). Section 1(q) of the Original Agreement is amended so that as amended such section shall read in its entirety as follows:

"Purchase Price" shall mean \$55 per Common Share, and shall be subject to further adjustment as provided in this Agreement from time to time after the date of distribution by the Company to its shareholders of the shares of Certegy Inc., a Georgia corporation.

3. Ratification. The Original Agreement is hereby ratified, confirmed and

reaffirmed in its entirety in all other respects.

4. Miscellaneous.

(a) Governing Law. This Amendment shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Georgia.

(b) Counterparts. This Amendment may be signed by each party hereto upon a separate copy, in which event all of said copies shall constitute a single counterpart to this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument, and it shall not be necessary, in making proof of this Amendment, to account for more than one such counterpart.

(c) Entire Agreement. No additional or further amendment, change, modification or waiver shall be enforceable unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Attest:

EQUIFAX INC.

By: /s/ Joan A. Martin

By: /s/ Kent E. Mast

Name: Joan A. Martin
Title: Assistant Secretary

Name: Kent E. Mast
Title: Corporate Vice President,
General Counsel and
Secretary

Attest:

SUNTRUST BANK

By: /s/ Sue Hampton

By: /s/ Latitia A. Radford

Name: Sue Hampton
Title: Vice President

Name: Latitia A. Radford
Title: Vice President