

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 UNDER
THE SECURITIES EXCHANGE ACT OF 1934

For the month of January 2007

Commission File Number 1-14840

AMDOCS LIMITED

Suite 5, Tower Hill House Le Bordage
St. Peter Port, Island of Guernsey, GY1 3QT Channel Islands

Amdocs, Inc.
1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017

(Address of principal executive offices)

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

FORM 20-F FORM 40-F

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

YES NO

On January 9, 2007, Amdocs Limited ("Amdocs") and a wholly-owned subsidiary of Amdocs entered into an Agreement (the "Amendment") amending the Share Sale and Purchase Agreement dated July 18, 2006 relating to the acquisition of Cramer Systems Group Limited ("Cramer") by Amdocs, as amended. Amdocs completed its acquisition of Cramer on August 14, 2006. The Amendment provides for certain corrections and clarifications to the Share Sale and Purchase Agreement relating to Cramer.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

The Amendment has been included to provide information regarding its terms. It is not intended to provide any other factual information about Amdocs. Such information can be found in the other public filings Amdocs makes with the Securities and Exchange Commission, which are available without charge at www.sec.gov.

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.

AMDOCS LIMITED

/s/ Thomas G. O'Brien

Thomas G. O'Brien
Treasurer and Secretary
Authorized U.S. Representative

Date: January 10, 2007

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
99.1	Agreement, dated January 9, 2007, amending the Share Sale and Purchase Agreement relating to Cramer Systems Group Limited dated July 18, 2006, by and among Amdocs Limited, Amdocs Astrum Limited and certain shareholders of Cramer Systems Group Limited, as amended.

(OLSWANG LOGO) 90 High Holborn T +44 (0) 20 7067 3000 In alliance with Greenberg Traurig LLP
London WC1V 6XX F +44 (0) 20 7067 3999
www.olswang.com DX 37972 Kingsway Regulated by the Law Society

January 9, 2007

THIRD AGREEMENT AMENDING SHARE SALE AND PURCHASE AGREEMENT RELATING TO CRAMER
SYSTEMS GROUP LIMITED DATED 18 JULY 2006

- (1) BROADVIEW
- (2) KENNET
- (3) HARBOURVEST
- (4) THE EXECUTIVES
- (5) THE MANAGEMENT SHAREHOLDERS
- (6) AMDOCS LIMITED
- (7) AMDOCS ASTRUM LIMITED
- (8) JONATHAN MCKAY

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THIS AGREEMENT is made on January 9, 2007

BETWEEN:

- (1) BROADVIEW details of which are set out in Part 1 of Schedule 1 ("BROADVIEW");
- (2) KENNET details of which are set out in Part 2 of Schedule 1 ("KENNET");
- (3) HARBOURVEST details of which are set out in Part 3 of Schedule 1 ("HARBOURVEST");
- (4) THE EXECUTIVES details of which are set out in Part 4 of Schedule 1 (the "EXECUTIVES");
- (5) THE MANAGEMENT SHAREHOLDERS details of which are set out in Part 5 of Schedule 1 (the "MANAGEMENT SHAREHOLDERS");
- (6) AMDOCS LIMITED (company number 19528) whose registered office is at Tower Hill House, Le Bordage, Suite 5, St Peter Port, Guernsey GY1 3QT, The Channel Islands (the "BUYER PARENT");
- (7) AMDOCS ASTRUM LIMITED (company number 423608) whose registered office is at 1st Floor, Block 5, East Point Business Park, Dublin 3, Eire (the "BUYER"); and
- (8) JONATHAN MCKAY of The Beacon, Penn, Buckinghamshire HP10 8ND.

RECITALS:

- (A) Under an agreement dated 18 July 2006, as amended by a supplemental agreement dated 14 August 2006 and a second supplemental agreement dated 14 September 2006 (as so amended, the "SHARE PURCHASE AGREEMENT") made between the parties to this Agreement, the Sellers agreed to sell to the Buyer and the Buyer agreed to purchase the Sellers' Shares and Sellers' Option Shares.
- (B) The parties now wish to amend the Share Purchase Agreement on the terms of this Agreement.
- (C) This Agreement is executed on behalf of some or all of the Sellers by David-Rice Jones and David Embleton in their capacity as Sellers' Representatives in accordance with clause 6 of the Share Purchase Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms not defined in this Agreement bear the meanings given to them by the Share Purchase Agreement.

2. AMENDMENTS TO THE SHARE PURCHASE AGREEMENT

Each of the parties agrees that with effect from the date of this Agreement the following provisions of the Share Purchase Agreement shall be amended as follows (with all other

terms of the Share Purchase Agreement remaining unchanged and in full force and effect):

2.1 The following additional definition shall be included in the Share Purchase Agreement after the definition of Tax Authority:

"Third Supplemental Amendment Agreement the third agreement dated [9] January 2007 amending the share sale and purchase agreement relating to Cramer Systems Group Limited dated 18 July 2006;"

2.2 the following words shall be added at the end of the definition of "Transaction Costs" in clause 1:

"(g) the sum of \$85,000 representing the parties' best estimate of the amount payable under the tax equalisation agreement entered into between Cramer Systems Europe Limited ("CSEL") and certain employees of CSEL working on expatriate assignment in the United States;

(h) the sum of L25,000 representing the agreed shortfall in employer's national insurance contributions outside the United Kingdom resulting from changes in currency exchange rates in the period between Completion and the date(s) on which any monies for such contributions are converted into relevant non-UK currencies."

2.3 Appendix 1 to this Agreement shall replace Appendix B (as referred to in the definition of "Transaction Costs") to the Share Purchase Agreement;

2.4 Appendix 2 to this Agreement shall replace Appendix E to the Share Purchase Agreement as added by the second supplemental agreement dated 14 September 2006.

2.5 the table at Part 4 of Schedule 1 shall be amended to delete the line referring to Murray Creighton (including the references to 202,875 "Y Shares 31/07/06" and 97,125 "Unvested Y and Accelerated Shares 31/06/07" set out against his name (and the totals for the respective columns shall be adjusted accordingly to read "758,922" and "341,078"));

2.6 Schedule 9 (share capitalisation table) shall be amended to delete the lines referring to Murray Creighton (including any references to Shares or Options set out against his name (and the totals for the respective columns shall be adjusted accordingly)) to be found at the following tabs: "Vested with Acceleration", "Vested no Acceleration", "Fully Diluted" and "Options";

2.7 the following shall be inserted at the final sub paragraph of paragraph 1 of Part 1 of Schedule 11 after the words "attached to this Agreement as Appendix E":

"as substituted by the Third Supplemental Amendment Agreement (which shall be in final form and shall not be subject to any further updates)."

2.8 the following shall be inserted at paragraph 1 of Part 2 of Schedule 11 after the words " in accordance with Part 1 of this Schedule 11":

"(save in the case of Broadview in respect of which such payment shall take place as soon as reasonably practicable after Broadview has provided to the Buyer the legal opinion in relation to Broadview due to the Buyer under paragraph 1.1(i) of Part 1 of Schedule 3 of this Agreement. Broadview acknowledges that it has no Claim whatsoever against the Buyer, the Buyer Parent or the Company as a result of such payment taking place on such date rather than on Completion)".

3. CONTINUATION OF SHARE PURCHASE AGREEMENT

Save as amended by this Agreement, the Share Purchase Agreement shall continue in full force and effect.

4. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

5. GENERAL

5.1 The clause headings and the table of contents used in this Agreement are inserted for ease of reference only and shall not affect construction.

5.2 No variations to this Agreement shall be effective unless made in writing and signed by or on behalf of each party.

5.3 This Agreement shall be governed by English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

THIS AGREEMENT is executed and delivered as a deed by the parties stated above.

SCHEDULE 1

PARTIES

PART 1 - BROADVIEW

NAME -----	ADDRESS -----
Broadview BCPSBS Fund LP	c/o BCP Capital Management 1810 Gateway Drive Suite 260 San Mateo California CA 94404 USA
BCP Affiliates Fund LLC	c/o BCP Capital Management 1810 Gateway Drive Suite 260 San Mateo California CA 94404 USA
BCP Capital LP	c/o BCP Capital Management 1810 Gateway Drive Suite 260 San Mateo California CA 94404 USA
BCP Capital QPF LP	c/o BCP Capital Management 1810 Gateway Drive Suite 260 San Mateo California CA 94404 USA

PART 2 - KENNET

NAME

- - - - -

ADDRESS

- - - - -

Kennet 1 LP

47 Esplanade
St Helier
Jersey
JE1 0BD

5

PART 3 - HARBOURVEST

NAME

- - - - -

ADDRESS

- - - - -

HarbourVest International Private
Equity Partners IV - Direct Fund L.P.

One Financial Centre
Boston
Massachusetts
0211
United States of America

PART 4 - THE EXECUTIVES

NAME

- - - - -

ADDRESS

- - - - -

Jonathan Craton
Donald Gibson
David Embleton
Mark Farmer

PART 5 - THE MANAGEMENT SHAREHOLDERS

NAME

ADDRESS

- - - - -

- - - - -

Jeremy Crook
Guy Dubois
Brian Buggy
Dave Eittle
Steve Hurn
David Rice-Jones
Francis Haysom
Robert Curran

Dale Thomas
Nelson Veiga
Todd Fryburger
Peter Hurst
Mike Shelton
Steve Miller
Kelly Connery
Murray Creighton

APPENDIX 1

TRANSACTION COSTS

PER 40+	L	\$
-----	-----	-----
Morgan Stanley	2,865,779	5,342,385
Taylor Wessing	742,198	1,383,606
SJ Berwin	562,390	1,048,407
Ernst Young (tax)	52,875	98,570
Employer's NIC borne by Company UK only	1,937,000	3,610,955
Tax Equalization (eg rejected EMI options)	21,400	39,894
Tax Equalization Expats	45,596	85,000
ACE Bonus awards	L62,750.00	116,979
ACE Bonus awards	L 7,912.24	14,750
Shares for new hires	344,920	643,000
Bonus in lieu of Y shares	545,000	1,015,989
Employers NIC in non UK country's	76,725	143,031
Additional Legal fee provision	65,000	121,173
Bank transmission costs and converting costs	7,000	13,049
		0
	7,336,545	13,676,788
Transaction expenses at closing + 40	7,593,949	14,156,640
Change	-257,404	-479,853

SIGNED as a Deed by DAVID RICE-JONES)
as attorney for the SELLERS) /s/ David Rice-Jones
in the presence of:)

Witness's Signature /s/ Caroline Grimes

Name Caroline Grimes

5 Crisp Gardens

Temple Park Binfield

Occupation Nanny

SIGNED as a Deed by DAVID EMBLETON)
as attorney for the SELLERS) /s/ David Embleton
in the presence of:)

Witness's Signature /s/ Dinah Hancock

Name Dinah Hancock

The Murhill

Limpley Stoke BA27F2

Occupation Secretary

Executed as a deed by AMDOCS LIMITED
acting by its authorised signatory
Thomas O'Brien:

/s/ Thomas O'Brien

signature

Thomas O'Brien

Thomas O'Brien
Authorised signatory

Present when the Common Seal of
AMDOCS ASTRUM LIMITED was affixed
hereto:

/s/ Shane Carolan

Director

/s/ Neville Walker

Secretary