

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CLARUS CORPORATION

(Exact name of registrant as specified in its charter)

<TABLE>

<S>	<C>	<C>
	3970 Johns Creek Court, Suite 100	
DELAWARE	Suwanee, Georgia 30024	58-1972600
(State or other jurisdiction of incorporation or organization)	(Address of principal executive offices)	(I.R.S. Employer Identification Number)

STOCK OPTION AGREEMENTS BETWEEN
CLARUS CORPORATION AND
CERTAIN OFFICERS AND EMPLOYEES OF CLARUS CORPORATION

(Full title of the plan)

Mr. Stephen P. Jeffery
Chairman, President and
Chief Executive Officer
Clarus Corporation
3970 Johns Creek Court, Suite 100
Suwanee, Georgia 30024
(770) 291-3900

(Name, address and telephone number, including area code,
of agent for service)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Proposed maximum amount to be registered	Proposed maximum offering price per share(1)	Aggregate offering price(1)	Amount of registration fee(1)
Common Stock, \$.0001 par value	336,687	\$29.50 - \$44.85	\$12,525,012	\$3,306.61

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h)(1) and based on the option prices under the terms of the individual option agreements which are the subject of this Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by Clarus Corporation (the "Company") with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

(a) The Company's Annual Report on Form 10-K and Form 10-K/A for the fiscal year ended December 31, 1999, filed with the Commission on March 30, 2000 and April 28, 2000, respectively;

(b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000, filed with the Commission on May 15, 2000;

(c) The Company's Current Reports on Form 8-K, filed with the Commission on January 6, 2000, March 20, 2000, June 12, 2000 and June 13, 2000, respectively;

(d) The description of the Company's Common Stock, \$.0001 par value, contained in the Company's Registration Statement on Form 8-A filed pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description; and

(e) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the date of the document referred to in (a), above.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

The legality of the securities offered hereby has been passed upon by the firm of Womble Carlyle Sandridge & Rice, PLLC, counsel to the Company. Members of the firm hold approximately 3,000 shares of Common Stock.

Item 6. Indemnification of Directors and Officers.

The Restated Bylaws of the Company (the "Restated Bylaws") and the Restated Certificate of Incorporation (the "Restated Certificate") of the Company provide that the directors and officers of the Company shall be indemnified by the Company to the fullest extent authorized by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with service for or on behalf of the Company. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Company pursuant to the Restated Bylaws, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. The Company has obtained insurance which insures the directors and officers of the Company against certain losses and which insures the Company against certain of its obligations to indemnify such directors and officers. In addition, the Restated Certificate of the Company provides that the directors of the Company will not be personally liable for monetary damages to the Company for breaches of their fiduciary duty as directors, unless they violated their duty of loyalty to the Company or its stockholders, acted in bad faith, knowingly or intentionally violated the law,

dividends or redemptions or derived an improper personal benefit from their action as directors. Such limitations of personal liability under the Delaware Business Corporation law do not apply to liabilities arising out of certain violations of the federal securities laws. While non-monetary relief such as injunctive relief, specific performance and other equitable remedies may be available to the Company, such relief may be difficult to obtain or, if obtained, may not adequately compensate the Company for its damages.

There is no pending litigation or proceeding involving any director, officer, employee or agent of the Company where indemnification by the Company will be required or permitted. The Company is not aware of any threatened litigation or proceeding that might result in a claim for such indemnification.

Item 7. Exemption from Registration Claimed.

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Not applicable.

Item 8. Exhibits.

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The following exhibits are filed as a part of this Registration Statement:

Number	Description
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- | | |
|------|---|
| 4.1 | Amended and Restated Certificate of Incorporation of the Company, which is incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998. |
| 4.2 | Amendment to Amended and Restated Certificate of Incorporation. |
| 4.3 | Amended and Restated Bylaws of the Company, which are incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998. |
| 5 | Opinion of Womble Carlyle Sandridge & Rice, PLLC, as to the legality of the Common Stock being registered. |
| 23.1 | Consent of Womble Carlyle Sandridge & Rice, PLLC, which is contained in its opinion filed as Exhibit 5. |
| 23.2 | Consent of Arthur Andersen LLP. |
| 24 | Power of Attorney (included in the signature page to this Registration Statement). |
| 99 | Form of Stock Option Agreement between the Company and Certain Officers and Employees of the Company. |

Item 9. Undertakings.

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(a) The Company hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration

Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

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- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if

the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clarus Corporation (the "Company") certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Suwanee, State of Georgia, on this 27th day of July, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery
Chairman, Chief Executive Officer and President

POWER OF ATTORNEY

Each of the undersigned, being a director and/or officer of Clarus Corporation (the "Company"), hereby nominates, constitutes and appoints Stephen P. Jeffery and Mark D. Gagne, or any one of them severally, to be his true and lawful attorney-in-fact and agent and to sign in his name and on his behalf in any and all capacities stated below, and to file with the Securities and Exchange Commission (the "Commission"), a Registration Statement on Form S-8 (the "Registration Statement") relating to the issuance of certain shares of the common stock, \$.0001 par value, of the Company (the "Common Stock") in connection with certain stock option agreements between the Company and certain officers and employees of the Company, and to file any and all amendments, including post-effective amendments, to the Registration Statement, making such changes in the Registration Statement as such attorney-in-fact and agent deems appropriate, and generally to do all such things on his behalf in any and all capacities stated below to enable the Company to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Commission.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>

<CAPTION>

Signature -----	Title -----	Date ----
<S>	<C>	<C>
/s/ Stephen P. Jeffery ----- Stephen P. Jeffery	Chairman, Chief Executive Officer, President (Principal Executive Officer) and Director	July 27, 2000
/s/ Mark D. Gagne ----- Mark D. Gagne	Chief Operating Officer and Chief Financial Officer (Principal Financial and Accounting Officer)	July 27, 2000
/s/ Donald L. House ----- Donald L. House	Director	July 27, 2000
/s/ Tench Coxie ----- Tench Coxie	Director	July 27, 2000
/s/ Said Mohammadioun ----- Said Mohammadioun	Director	July 27, 2000
/s/ Mark A. Johnson ----- Mark A. Johnson	Director	July 27, 2000
/s/ Norman N. Behar ----- Norman N. Behar	Director	July 27, 2000

</TABLE>

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EXHIBIT INDEX
to
Registration Statement on Form S-8 of
Clarus Corporation

Number -----	Description -----
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- | | |
|-----|--|
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|-----|--|

- 4.2 Amendment to Amended and Restated Certificate of Incorporation of the Company.
- 4.3 Amended and Restated Bylaws of the Company, which are incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998.
- 5 Opinion of Womble Carlyle Sandridge & Rice, PLLC, as to the legality of the Common Stock being registered.
- 23.1 Consent of Womble Carlyle Sandridge & Rice, PLLC, which is contained in its opinion filed as Exhibit 5.
- 23.2 Consent of Arthur Andersen LLP.
- 24 Power of Attorney (included in the signature page to this Registration Statement).
- 99 Form of Stock Option Agreement between the Company and Certain Officers and Employees of the Company.

EXHIBIT 4.2

CERTIFICATE OF AMENDMENT OF

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

CLARUS CORPORATION

The undersigned, being the Chairman, Chief Executive Officer and President of CLARUS CORPORATION, a Delaware corporation, hereby certifies that:

1.

(a) The name of the Corporation is CLARUS CORPORATION (the "Corporation").

(b) The date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of Delaware was November 20, 1991.

2.

The following amendment to the Corporation's Certificate of Incorporation was duly adopted by stockholders of the Corporation at the 2000 annual meeting of the Corporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "Code"), and written notice of such meeting was given to all stockholders in accordance with Section 222 of the Code.

3.

Article 4 of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended by striking paragraph (a) of Article 4 in its entirety and replacing said paragraph with the following:

This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 105,000,000 shares, of which 100,000,000 shares are Common Stock, \$.0001 par value per share, and 5,000,000 shares are Preferred Stock, \$.0001 par value per share. The rights and preferences of all outstanding shares of Common Stock shall be identical. The holders of outstanding shares of Common Stock shall have the right to vote on all matters submitted to a vote of the stockholders of the Corporation, on the basis of one vote per share of Common Stock owned.

IN WITNESS WHEREOF, CLARUS CORPORATION, has caused this Certificate to be signed and attested by its duly authorized officers, this 13th day of June, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery, Chairman, Chief
Executive Officer and President

ATTEST:

/s/ Mark Gagne

Mark Gagne, Secretary

[CORPORATE SEAL]

EXHIBIT 5

July 27, 2000

Clarus Corporation
3950 Johns Creek Court, Suite 100
Suwanee, Georgia 30024

Re: Certain Stock Option Agreements between Clarus Corporation and
Certain Officers and Employees of Clarus Corporation

Gentlemen:

We have served as counsel for Clarus Corporation (the "Company") in connection with its registration under the Securities Act of 1933, as amended, of an aggregate of 336,687 shares of its common stock, \$.0001 par value (the "Shares"), which are proposed to be offered and sold pursuant to certain stock option agreements between the Company and certain officers and employees of the Company (individually, an "Agreement," and collectively, the "Agreements"). The Company is filing today a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") with respect to the Shares.

We have reviewed the Company's articles of incorporation and bylaws, each as amended to date, and have examined the originals, or copies certified or otherwise identified to our satisfaction, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In rendering this opinion, we have relied upon certificates of public officials and officers of the Company with respect to the accuracy of the factual matters contained in such certificates. We also have reviewed the Agreements and the Registration Statement.

In connection with such review, we have assumed with your permission (1) the genuineness of all signatures; (2) the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or photostatic copies; and (3) the proper issuance and accuracy of certificates of public officials and officers and agents of the Company. In rendering opinions as to future events, we have assumed the facts and law existing on the date hereof.

Based upon the foregoing, and having regard for such legal considerations as we have deemed relevant, we are of the opinion that the Shares have been duly authorized and, when issued and paid for in accordance with the terms of the respective Agreement, will be validly issued, fully paid and nonassessable.

This opinion is limited to the laws of the State of Delaware. This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act, or other rules and regulations of the Commission thereunder.

WOMBLE CARLYLE SANDRIDGE & RICE
A Professional Limited Liability Company

By: /s/ Elizabeth O. Derrick

Elizabeth O. Derrick, Member

EXhibit 23.2

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated January 28, 2000 included in Clarus Corporation (formerly SQL Financials International, Inc.) and Subsidiaries Form 10-K for the year ended December 31, 1999 and to all references to our Firm included in this registration statement.

ARTHUR ANDERSEN LLP

Atlanta, Georgia
July 26, 2000

EXHIBIT 99

STOCK INCENTIVE PLAN
OF
CLARUS CORPORATION

Stock Option Agreement
(Employees)

THIS AGREEMENT (the "Agreement"), made the ____ day of _____, _____, between CLARUS CORPORATION, a Delaware corporation (the "Corporation"), and _____, an employee of the Corporation or a related corporation (the "Participant");

R E C I T A L S :

In furtherance of the purposes of the Stock Incentive Plan of Clarus Corporation, as amended and restated (the "Plan"), the Corporation and the Participant hereby agree as follows:

1. Incorporation of Plan. The rights and duties of the Corporation

and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. In the event of any conflict between the provisions in the Agreement and those of the Plan, the provisions of the Plan shall govern. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. Grant of Option; Term of Option. The Corporation hereby grants

to the Participant pursuant to the Plan, as a matter of separate inducement and agreement in connection with his employment or service to the Corporation, and not in lieu of any salary or other compensation for his services, the right and Option (the "Option") to purchase all or any part of an aggregate of _____ (_____) shares (the "shares") of the common stock (the "Common Stock") of the Corporation, at a purchase price (the "option price") of _____ (\$_____) per share. The Option to purchase _____ (_____) of the shares shall be designated as an Incentive Option. The Option to purchase _____ (_____) of the shares shall be designated as a Nonqualified Option. To the extent that any Option is designated as an Incentive Option and such Option does not qualify as an Incentive Option, it shall be treated as a Nonqualified Option. Except as otherwise provided in the Plan, the Option will expire if not exercised in full before _____, _____.

3. Exercise of Option. The Option shall become exercisable on the

date or dates set forth on Schedule A attached hereto. To the extent that an Option which is exercisable is not exercised, such Option shall accumulate and be exercisable by the Participant in whole or in part at any time prior to expiration of the Option, subject to the terms of the Plan. Upon the exercise of an Option in whole or in part and payment of the option price in accordance with the provisions of this Agreement, the Corporation shall as soon thereafter as practicable deliver to the Participant a certificate or certificates for the shares purchased. Payment of the option price may be made in the form: (i) cash; (ii) delivery (by either actual delivery or attestation) of shares of Common Stock owned by the Participant at the time of exercise for a period of at least six months and otherwise acceptable to the Administrator; (iii) delivery of written notice of exercise to the Corporation and delivery to a broker of written notice of exercise and irrevocable instructions to promptly deliver to

the Corporation the amount of sale or loan proceeds to pay the option price; or (iv) a combination of the foregoing methods. Shares delivered in payment of the option price shall be valued at their fair market value on the date of exercise, as determined by the Administrator by applying the provisions of the Plan.

4. No Right of Continued Employment. Nothing contained in this

Agreement or the Plan shall confer upon the Participant any right to continue in the employment or service of the Corporation or a related corporation or interfere with the right of the Corporation or a related corporation to terminate the Participant's employment or service at any time. Except as otherwise expressly provided in the Plan, all rights of the Participant under the Plan with respect to the unexercised portion of his Option shall terminate upon termination of the employment of the Participant with the Corporation or a related corporation.

5. Nontransferability of Option. To the extent that this Option is

designated as an Incentive Option, the Option shall not be transferable other than by will or the laws of intestate succession. To the extent that this Option is designated as a Nonqualified Option, the Option shall not be transferable other than by will or the laws of intestate succession, except as may be permitted by the Administrator of the Plan in a manner consistent with the registration provisions of the Securities Act of 1933, as amended (the "Securities Act"). Except as may be permitted by the preceding sentence, this Option shall be exercisable during the Participant's lifetime only by the Participant or by his guardian or legal representative. The designation of a beneficiary does not constitute a transfer.

6. Superseding Agreement; Binding Effect. This Agreement supersedes

any statements, representations or agreements of the Corporation with respect to the grant of the Options or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

7. Governing Law. Except as otherwise provided in the Plan or

herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state.

8. Amendment and Termination; Waiver. Subject to the terms of the

Plan, this Agreement may be modified or amended only by the written agreement of the parties hereto. The waiver by the Corporation of a breach of any provision of the Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

9. No Rights as Stockholder. The Participant or his legal

representative, legatees or distributees shall not be deemed to be the holder of any shares subject to the Option and shall not have any rights of a stockholder unless and until certificates for such shares have been issued and delivered to him or them.

10. Withholding. The Participant acknowledges that the Corporation

shall require the Participant to pay the Corporation the amount of any federal, state, local or other tax or other amount required by any governmental authority to be withheld and paid over by the Corporation to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Option, to satisfy such obligations.

11. Administration. The authority to construe and interpret this

Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator (as such term is defined in the Plan), and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan. Any interpretation of the Agreement by the Administrator and any decision made by it with respect to the Agreement is final and binding.

12. Notices. Except as may be otherwise provided by the Plan, any

written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Corporation's records, or if to the Corporation, at the Corporation's principal office.

13. Severability. The provisions of this Agreement are severable

and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

14. Restrictions on Shares. The Corporation may impose such

restrictions on any shares issued pursuant to the exercise of the Option as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky or state securities laws applicable to such shares. Notwithstanding any other provision in the Plan or the Agreement to the contrary, the Corporation shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with all applicable laws, rules and regulations (including but not limited to the requirements of the Securities Act). The Corporation may cause a restrictive legend to be placed on any certificate issued pursuant to the exercise of the Option in such form as may be prescribed from time to time by applicable laws and regulations or as may be advised by legal counsel.

IN WITNESS WHEREOF, this Agreement has been executed in behalf of the Corporation and by the Participant effective as of the day and year first above written.

CLARUS CORPORATION

By: _____
Name: _____
Title: _____

Attest:

Secretary

[Corporate Seal]

PARTICIPANT

_____(SEAL)

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STOCK INCENTIVE PLAN
OF
CLARUS CORPORATION

Stock Option Agreement
(Employees)

SCHEDULE A

Date Option granted: _____, _____.
Date Option expires: _____, _____.
Number of shares subject to Option: _____ shares.
Option price (per share): \$_____.

Date Installment First Exercisable	Number of Shares in Installment	Incentive or Nonqualified Stock Option
- - - - -	- - - - -	- - - - -