SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

FORM 8-K/A

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

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Date of report: Dece				

 mber 15, 1999 (Date o | f Earliest Event Re | eported: October 18, 199 | 9) || _ | LARUS CORPORATI of Registrant as specifi | | | |
S Delaware	0-24277	e	72600	
incorporation or orga	*	(Commission File No.) (IRS Employer Identification No.)		
397	0 Johns Creek Court			
Suite 100
Suwanee, Georgia 30024
(Address of principal executive offices, including zip code)
(770) 291-3900
(Registrant's telephone number, including area code)

(Former name or Former Address if Changed Since Last Report)

ITEM 7. Financial Statements, Pro Forma Information and Exhibits

(b) Pro Forma Financial Information

The pro forma financial information relative to the sale as required by Article 11 of Regulation S-X was filed in the Company's Form 8-K/A filed on September 21, 1999.

- (c) Exhibits
- 2.1 Amendment to Intellectual Property Rights Purchase Agreement dated October 18, 1999.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CLARUS CORPORATION

Date: December 15, 1999 /s/ Arthur G. Walsh, Jr.

ARTHUR G. WALSH, JR. Chief Financial Officer

Exhibit 2.1 FIRST AMENDMENT TO INTELLECTUAL PROPERTY RIGHTS PURCHASE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 18th day of October, 1999, by and between Clarus Corporation, a Delaware corporation (the "Company") and Geac Canada Limited, a Canadian corporation (the "Buyer").

WHEREAS, the Company and the Buyer are parties to that certain Intellectual Property Rights Purchase Agreement dated as of August 24, 1999 (the "IP Purchase Agreement") pursuant to which the Buyer is acquiring certain assets of the Company as set forth therein; and

WHEREAS, the parties hereto desire to amend the IP Purchase Agreement in the manner set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Defined Terms. Capitalized terms not otherwise defined herein shall have _____ the meaning given such term in the IP Purchase Agreement.
- 2. Amendment. Section 1.2 of the IP Purchase Agreement is hereby amended by adding the following sentence to the end of such section:

"In addition, the Company hereby grants to the Buyer an exclusive perpetual and paid-up sub-license to the Embedded Third Party Software which is licensed by the Company from Personnel Data Systems, Inc. pursuant to which the Buyer shall have the right to use such software internally as well as to license such software to others. Buyer acknowledges that the Company does not have exclusive rights to such software and has granted licenses to enduser customers prior to the date hereof, but agrees that the Company will not grant additional sublicenses to such software after the Closing."

3. Continued Effect. Except as specifically set forth herein, the terms and provisions of the IP Purchase Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

CLARUS CORPORATION GEAC CANADA LIMITED

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery

Stephen P. Jeffery, President

Name: Stephen P. Jeffery

Title:President