

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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 September 2019

Commission File No. 001-38505

CLPS Incorporation

c/o 2nd Floor, Building 18, Shanghai Pudong Software Park  
498 Guoshoujing Road, Pudong, Shanghai 201203  
People's Republic of China  
(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): \_\_\_\_

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): \_\_\_\_

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

If "Yes" marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-\_\_\_\_

**Departure of Directors or Principal Officers; Election of Directors, Appointment of Principal Officers.**

On September 26, 2019, CLPS Incorporation, a company incorporated in the Cayman Islands (the “Company”), announced the appointment of Kee Chong Seng as an independent director of the Company’s board of directors and the chairperson of the compensation committee of the Company’s board starting on September 4, 2019 until his removal or resignation. Mr. Kee’s independent director agreement provides for an annual salary of US\$18,000. Mr. Kee spent a career in the information technology industry, most recently as an operation manager at Citibank from 2003 until his full retirement in 2015.

Other than owning 16,500 shares of the Company’s common shares, Mr. Kee has had no related party transactions with the Company or its affiliates of the kind required to be disclosed pursuant to Item 404 of Regulation S-K.

The information in this Report, including the exhibit, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. It shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

**Exhibits**

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99.1 [Independent Director Agreement](#)

**SIGNATURE**

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.

**CLPS Incorporation**

By: /s/ Raymond Lin

Name: Raymond Ming Hui Lin

Title: Chief Executive Officer

Dated: September 26, 2019

**INDEPENDENT DIRECTOR AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made as of 2019, and is by and between CLPS INCOPORATION, a Cayman Islands corporation (hereinafter referred to as the "**Company**"), and Kee Chong Seng (hereinafter referred to as the "**Director**").

**BACKGROUND**

The Board of Directors of the Company desires to appoint or to ensure the continued appointment of the Director and to have or to continue to have the Director perform the duties of an independent director and the Director desires to be so appointed for or to remain appointed for such position and to perform or to continue to perform the duties required of such position in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

In consideration for the above recited promises and the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Director hereby agree as follows:

1. **DUTIES.** The Company requires that the Director be available to perform the duties of an independent director customarily related to this function as may be determined and assigned by the Board of Directors of the Company and as may be required by the Company's constituent instruments, including its Articles of Incorporation/Association, Bylaws and its corporate governance and board committee charters, each as amended or modified from time to time, and any applicable governing law, rule, regulation or statute (the "**Law**"). The Director agrees to devote as much time as is necessary to perform completely the duties as the Director of the Company, including duties as a member of such committees as the Director may hereafter be appointed to. The Director will perform such duties described herein in accordance with the general fiduciary duty of directors arising under the Law.

2. **TERM.** The term of this Agreement shall commence on the effective date of the IPO shall continue until the Director's removal or resignation.

3. **COMPENSATION.** For all services to be rendered by the Director in any capacity hereunder, the Company agrees to pay the Director a fee of \$1,500 per month. Such fee may be adjusted, up or down, from time to time as determined by the Company's Board of Directors.

4. **EXPENSES.** In addition to the compensation provided in paragraph 3 hereof, the Company will reimburse the Director for pre-approved reasonable business-related expenses incurred in good faith in the performance of the Director's duties for the Company. Such payments shall be made by the Company upon submission by the Director of a signed statement itemizing the expenses incurred. Such statement shall be accompanied by sufficient documentary matter to support the expenditures.

5. **CONFIDENTIALITY.** The Company and the Director each acknowledge that, in order for the intents and purposes of this Agreement to be accomplished, the Director shall necessarily be obtaining access to certain confidential information concerning the Company and its affairs, including, but not limited to business methods, information systems, financial data and strategic plans which are unique assets of the Company ("**Confidential Information**"). The Director covenants not to, either directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity any Confidential Information.

6. ASSIGNMENT. The rights and benefits of the Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of the Director under this Agreement are personal and therefore the Director may not assign any right or duty under this Agreement without the prior written consent of the Company.

7. MISCELLANEOUS. If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Facsimile or electronic .PDF (or similar format) execution and delivery of this Agreement is legal, valid and binding for all purposes.

9. ENTIRE AGREEMENT. Except as provided elsewhere herein, this Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party to this Agreement with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Independent Director Agreement to be duly executed and signed as of the day and year first above written.

**CLPS INCORPORATION**

By: /s/ Raymond Ming Hui Lin  
Name: Raymond Ming Hui Lin  
Title: CEO  
September 4, 2019

**Independent Director**

/s/ Kee Chong Seng  
Name: Kee Chong Seng  
Address:  
September 4, 2019