

**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 June 2020

Commission File No. 001-38505

CLPS Incorporation

**c/o Unit 702, 7th Floor, Millennium City II, 378 Kwun Tong Road
Kwun Tong, Kowloon
Hong Kong SAR
(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 June 24, 2020, the Board of Directors of CLPS Incorporation (the “Company”), a company incorporated in the Cayman Islands, announced that effective June 30, 2020, Kathryn Amooi will resign as an independent director of the Company due to her personal reason and has no disagreement with the Board of Directors, and that effective July 1, 2020, Zhaohui Feng is elected by the Board of Directors as an independent director and as a member of the Audit Committee and Compensation Committee and the Chair of the Nominating Committee of the Board of Directors. From March 2017 to present, Mr. Feng has been the general manager at Dalian Wanda Commercial Properties Co., Ltd. From February 2016 to March 2017, Mr. Feng served as the founder and chief executive officer at Shanghai Gold Education Data System Ltd., Co. From December 2013 to January 2016, Mr. Feng served as the general manager and chief operating officer at Beijing Zhide Chuanghui Network Technology Inc. Mr. Feng received a Master’s Degree in Computer Science from Southern Illinois University and a Bachelor’s Degree in Computer Science and Technology from the University of Science and Technology of China.

Mr. Feng will receive a monthly compensation of \$1,500 effective July 1, 2020 and no stock or stock option award. He will be eligible to receive a stock or stock option award if the Compensation Committee of the Board of Directors, at its sole discretion, decides to offer such an award to him in the future. He 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.

As a result of the election of Mr. Feng, there are currently five members of the Board of Directors, a majority of whom are still independent and serve as members of each of the committees of the Board as required under the Nasdaq Listing Rule 5605.

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

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: June 24, 2020

INDEPENDENT DIRECTOR AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of July 1, 2020, and is by and between CLPS INCORPORATION, a Cayman Islands corporation (hereinafter referred to as the “**Company**”), and Zhaohui Feng (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 July 1, 2020 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 INCOPORATION

By: /s/ Raymond Ming Hui Lin
Name: Raymond Ming Hui Lin
Title: CEO

Independent Director

/s/ Zhaohui Feng
Name: Zhaohui Feng
Address:
