
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 23, 2016**

ModusLink Global Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35319
(Commission
File No.)

04-2921333
(IRS Employer
Identification No.)

1601 Trapelo Road, Suite 170
Waltham, Massachusetts
(Address of principal executive offices)

02451
(Zip Code)

(781) 663-5000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Explanatory Note

On March 29, 2016, ModusLink Global Solutions, Inc. (“the Company”) filed a Current Report on Form 8-K under Item 5.02 to report the resignation of John Boucher as President and Chief Executive Officer of the Company, the appointment of Warren G. Lichtenstein as interim Chief Executive Officer of the Company, and the appointment of James R. Henderson as the Chief Executive Officer of the Company’s principal operating subsidiary, ModusLink Corporation (“ModusLink”). The Company is filing this Form 8-K/A as an amendment (Amendment No. 1) to the aforementioned Form 8-K to disclose details of Mr. Henderson’s compensation that was expected to be approved in connection with such appointment but was not determined at the time of the initial filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 13, 2016, in connection with Mr. Henderson’s appointment as the Chief Executive Officer of ModusLink, the Board of Directors of the Company approved an offer letter to Mr. Henderson, which was executed on April 13, 2016, pursuant to which Mr. Henderson is entitled to receive an annualized base salary of \$600,000, paid biweekly. Mr. Henderson will also be eligible for an annual cash bonus of up to 100% of his base salary, subject to attainment of short-term performance objectives to be mutually agreed upon and established, and to be prorated for the fiscal year ending July 31, 2016. Pursuant to the offer letter Mr. Henderson is also entitled to vacation and other employee benefits in accordance with ModusLink’s policies. Mr. Henderson is an employee at will. The foregoing description is subject to, and qualified in its entirety by, the offer letter, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The exhibit listed in the Exhibit Index below is filed with this report.

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 hereunto duly authorized.

ModusLink Global Solutions, Inc.

Date: April 18, 2016

By: /s/Alan R. Cormier

Name: Alan R. Cormier

Title: Senior Vice President and General Counsel

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 Offer Letter, dated April 13, 2016, by and among ModusLink Global Solutions, Inc., ModusLink Corporation and James R. Henderson.

[ModusLink Global Solutions, Inc. Letterhead]

April 13, 2016

James R. Henderson
203 East Jefferson Street
Falls Church, VA 22046

Dear Jim:

On behalf of the Board of ModusLink Global Solutions, Inc. ("ModusLink Global"), and its principal operating subsidiary, ModusLink Corporation (the "Company"), this will confirm our recent offer to you to become Chief Executive Officer of the Company, and your acceptance of that position. In this capacity, you will report directly to me as Chief Executive Officer of ModusLink Global.

Your annualized base salary will be \$600,000, paid biweekly. You will be eligible for an annual cash bonus of up to 100% of your base salary, subject to your attainment of short-term performance objectives to be mutually agreed upon and established as soon as practicable. Insofar as the Company has a July year-end, your annual cash bonus for FY 2016 will be prorated to account for your shortened first year.

It is understood and agreed that you intend to continue in your service on the Boards of the following organizations: Aerojet Rocketdyne, Inc., (AJRD), School Specialty, Inc. (SCOO), and Aviat Networks (AVNW). Neither ModusLink Global nor the Company object to your continued participation in these organizations which you have informed us will not interfere with your responsibilities as Chief Executive Officer of the Company.

You will be entitled to vacation in accordance with the Company's vacation policies and will participate in any and all benefit programs, other than any severance arrangement, that the Company establishes and makes generally available to its employees from time-to-time, provided you are eligible under (and subject to all provisions of) any plan documents governing any such programs. A summary of your benefits is enclosed and the details of the plans and coverages offered will be reviewed with you when you join the Company.

It is understood and agreed that you will be an employee at will, meaning that either you, or the Company may terminate your employment at any time and for any or no reason, with or without notice.

You represent and warrant (i) you have advised the Company in writing of any agreement relating to noncompetition, nonsolicitation or confidentiality between you and any previous employer, (ii) you are not a party to or bound by any other employment agreement, noncompete agreement or confidentiality agreement with any other person or entity which will be violated by your acceptance of this position, or which would interfere in any material respect with performance of your duties with the Company, and (iii) you will not use any confidential information or trade secrets of any person or party other than the Company in connection with the performance of your duties with the Company.

Finally, please sign and return the following documents at your earliest convenience: (i) an Employment Eligibility Verification Form (Form I-9), (ii) the Company's Code of Conduct, (iii) the Company's standard form Non-Disclosure and Developments Agreement; and (iv) the Company's Policy on Trading of Securities.

Please confirm your acceptance of the Company's offer by signing one copy of this correspondence and returning it to me.

This correspondence constitutes the entire agreement between you and the Company and supersedes all prior offers, both verbal and written. This correspondence does not constitute a contract of employment or impose on the Company any obligation to retain you as an employee for any set amount of time.

Jim, we are very pleased that you have chosen to join our team, and we are confident that you will make a significant contribution to our future success!

Sincerely,

/s/ Warren G. Lichtenstein
Warren G. Lichtenstein,
Chief Executive Officer
ModusLink Global Solutions, Inc.

ACKNOWLEDGED AND AGREED TO:

/s/ James R. Henderson

James R. Henderson

Date: 4/13/16