
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

WPCS International Incorporated

(Name of Issuer)

Common Stock, \$0.0001 Par Value

(Title of Class of Securities)

92931L401

(CUSIP Number)

Edward J. Gildea
c/o WPCS International Incorporated
521 Railroad Avenue
Suisun City, CA 94585
(707) 421-1300

Copies to:

Robert S. Matlin, Esq.
K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
(212) 536-4066

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 29, 2015

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d -1(e), 240.13d -1(f) or 240.13d -1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 92931L401

1	NAMES OF REPORTING PERSONS Edward J. Gildea	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO (see Item 3 below)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 234,675 (see Item 5 below)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 234,675 (see Item 5 below)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 234,675 (see Item 5 below)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.0% (see Item 5 below)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

Item 1. Security and Issuer.

This Statement relates to the common stock, par value of \$0.0001 per share (“Common Stock”), of WPCS International Incorporated, a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at 521 Railroad Avenue, Suisun City, California 94585.

Item 2. Identity and Background.

- (a) Name: Edward J. Gildea (the “Reporting Person”)
- (b) Business Address: The Reporting Person’s business address is Fisher Broyles LLP, 430 Atlantic Avenue, Boston, MA 02210
- (c) Principal Occupation or Employment: The Reporting Person has served as a member of the Board of Directors of the Issuer since February 2013. The Issuer’s principal business address is 521 Railroad Avenue, Suisun City, California 94585. The Reporting Person is principally employed as a partner at the law firm of Fisher Broyles LLP, whose principal business address is 1200 Abernathy Road, Building 600, Northpark Town Center, Suite 1700, Atlanta, Georgia 30328. The Reporting Person also serves as a director for Worlds Online Inc. and Worlds Inc., whose principal business addresses are each 11 Royal Road, Brookline, Massachusetts 02445.
- (d) Criminal Proceedings: During the last five years the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) Civil Proceedings: During the last five years, the Reporting Person was not a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Citizenship: The Reporting Person is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Considerations.

The Reporting Person’s securities ownership in the Issuer is comprised entirely of stock options that are either presently exercisable or exercisable within 60 days of the date hereof and were granted in connection with the Reporting Person’s service as a director of the Issuer, pursuant to the Issuer’s various equity compensation plans, as detailed below:

- Stock options (right to purchase) with respect to 130 shares of Common Stock, at an exercise price of \$60.06 per share, granted March 18, 2013 pursuant to the Issuer’s 2007 Incentive Stock Plan;¹
- Stock options (right to purchase) with respect to 4545 shares of Common Stock, at an exercise price of \$26.40 per share, granted April 24, 2014 pursuant to the Issuer’s 2014 Equity Incentive Plan;
- Stock options (right to purchase) with respect to 10,000 shares of Common Stock, at an exercise price of \$1.19 per share, granted August 6, 2015 pursuant to the Issuer’s 2014 Equity Incentive Plan;
- Stock options (right to purchase) with respect to 220,000 shares of Common Stock, at an exercise price of \$1.32 per share, granted September 29, 2015 pursuant to the Issuer’s Amended and Restated 2014 Equity Incentive Plan.

As stated above, the stock options were granted in connection with the Reporting Person’s service as a director of the Issuer, and no additional consideration was paid by the Reporting Person in connection with the receipt of such stock options.

¹ Effective April 20, 2015, the Issuer effected a reverse split of its issued and outstanding Common Stock at a ratio of 1-for-22, as reported on the Issuer’s Current Report on Form 8-K filed April 16, 2015. Any outstanding options, warrants and rights as of April 20, 2015 disclosed in this Statement and subject to adjustment were so adjusted. Any fraction of a share of Common Stock that would otherwise have resulted from the reverse split was rounded up to the next whole share. The figures reported in this Item 3 reflect the adjustment made as a result of the reverse split, where applicable.

Effective May 28, 2013, the Issuer effected a reverse split of its issued and outstanding Common Stock at a ratio of 1-for-7, as reported on the Issuer’s Current Report on Form 8-K filed May 28, 2013. Any outstanding options, warrants and rights as of May 28, 2013 disclosed in this Statement and subject to adjustment were so adjusted. Any fraction of a share of Common Stock that would otherwise have resulted from the reverse split was rounded up to the next whole share. The figures reported in this Item 3 reflect the adjustment made as a result of the reverse split, where applicable.

Item 4. Purpose of Transaction.

As described in Item 3 above, the Reporting Person acquired the securities identified in this Statement in connection with his service as a director of the Issuer and pursuant to the Issuer's various equity compensation plans.

The securities described in this Statement are being held by the Reporting Person for investment purposes. The Reporting Person may acquire additional Common Stock of the Issuer through compensatory grants by the Issuer or through public or private purchases. The Reporting Person may exercise the stock options described in Item 3 above and subsequently dispose of the underlying Common Stock or otherwise acquire or dispose of additional securities of the Issuer, to the extent deemed advisable in light of his general investment strategies, market conditions, or other factors.

In the ordinary course of his duties as a director of the Issuer, the Reporting Person has and expects in the future to discuss and to make decisions regarding plans or proposals with respect to the matters specified in clauses (a) through (j) of this Item 4 with the Issuer.

Except as described in this Statement or in his capacity as a director of the Issuer, the Reporting Person has no plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer.
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries.
- (c) A sale or transfer of a material amount of assets of the issuer or any of its subsidiaries.
- (d) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board.
- (e) Any material change in the present capitalization or dividend policy of the issuer.
- (f) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940.
- (g) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person.
- (h) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of registered national securities association.
- (i) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

- (a) The Reporting Person beneficially owns 234,675 shares of Common Stock of the Issuer, comprised of options to purchase 234,675 shares of Common Stock that are exercisable as of the date hereof or within 60 days. The Reporting Person owns 8.0% of the Issuer's Common Stock, calculated based on 2,706,159 shares of Common Stock outstanding as of July 19, 2016 and assuming that the shares of Common Stock underlying the stock options are deemed outstanding pursuant to SEC Rule 13d-3(d)(1)(i).
 - (b) The Reporting Person has the sole power to vote or direct the vote, and to dispose or direct the disposition, of all of the 234,675 shares of Common Stock of the Issuer underlying the options to purchase.
 - (c) The Reporting Person has not effected any transaction in the Common Stock of the Issuer in the past sixty days.
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(d) No person, other than the Reporting Person, is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale, of the Common Stock underlying the options to purchase identified in this Statement.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Except as set forth above or set forth in the exhibits, there are no contracts, arrangements, understandings or relationships between the Reporting Person and any other person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit Number	Exhibit Description
10.1	2007 Incentive Stock Plan, incorporated by reference to Exhibit A of WPCS International Incorporated's definitive proxy statement on Schedule 14A filed August 18, 2006.
10.2	WPCS International Incorporated 2014 Equity Incentive Plan, incorporated by reference to Annex D of WPCS International Incorporated's definitive proxy statement on Schedule 14A filed April 28, 2014.
10.3	WPCS International Incorporated Amended and Restated 2014 Equity Incentive Plan, incorporated by reference to Appendix A of WPCS International Incorporated's definitive proxy statement on Schedule 14A filed August 14, 2015.
10.4	Form of Stock Option Agreement under the Issuer's 2014 Equity Incentive Plan and 2014 Amended and Restated Equity Incentive Plan.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 25, 2016

/s/ Edward J. Gildea

Name: Edward J. Gildea

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

NOTICE OF GRANT OF NON-QUALIFIED STOCK OPTION AWARD

WPCS INTERNATIONAL INCORPORATED
2014 EQUITY INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, WPCS International Incorporated (the “Corporation”) hereby grants, pursuant to the provisions of the WPCS International Incorporated 2014 Equity Incentive Plan (the “Plan”), to the Participant designated in this Notice of Grant of Non-Qualified Stock Option Award (“Notice of Grant”), a stock option (the “Option”) to purchase the number of shares of Common Stock set forth in this Notice of Grant (the “Shares”), subject to certain provisions as outlined below in this Notice of Grant and the additional provisions set forth in the attached Terms and Conditions of Stock Option Award (“Terms and Conditions,” and together with this Notice of Grant, “Option Agreement”).

Participant: _____	Type of Option: Non-Qualified Stock Option
Exercise Price per Share: \$ _____	Grant Date: _____
Total Number of Shares Granted: _____	Expiration Date: _____
Vesting Schedule:	
<p>Exercise after Separation from Service:</p> <p><i>Separation from Service for any reason other than death, Disability, or Cause:</i> any non-vested portion of the Option expires immediately and any vested portion of the Option remains exercisable for three (3) months following such Separation from Service;</p> <p><i>Separation from Service due to death or Disability:</i> any non-vested portion of the Option expires immediately and any vested portion of the Option remains exercisable for twelve (12) months following such Separation from Service; and</p> <p><i>Separation from Service for Cause:</i> the entire Option, including any vested and non-vested portion, expires immediately upon such Separation from Service.</p> <p>“Separation from Service” means termination of the Participant’s service with the Company and each Subsidiary.</p> <p>“Disability” means the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months.</p> <p>IN NO EVENT MAY THE OPTION BE EXERCISED AFTER THE EXPIRATION DATE AS PROVIDED ABOVE.</p>	

By signing below, the Participant agrees that the Option is granted under and governed by the provisions of the Plan and this Option Agreement.

PARTICIPANT

Sign Name: _____

Print Name: _____

Date: _____

WPCS INTERNATIONAL INCORPORATED

Sign Name: _____

Print Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF STOCK OPTION AWARD

1. Grant of Option. The Option granted to the Participant and described in the Notice of Grant is subject to the provisions of the Plan, which is incorporated by reference in its entirety into these Terms and Conditions and into this Option Agreement more generally.

The Board has authorized and approved the Plan, which has been approved by the stockholders of the Corporation. The Administrator has approved the award to the Participant of the Option, conditioned on the Participant's acceptance of the provisions set forth in this Option Agreement within sixty (60) days after this Option Agreement is presented to the Participant for review. For purposes of this Option Agreement, any reference to the Corporation shall include a reference to any Subsidiary.

The Corporation intends that the Option not be considered to provide for the deferral of compensation under Code Section 409A and that this Option Agreement shall be so administered and construed. The Corporation may modify the Plan and this Option Agreement to the extent necessary to fulfill this intent.

2. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable, in whole or in part, during its term in accordance with the Vesting Schedule set forth in the Notice of Grant and with the applicable provisions of the Plan and this Option Agreement. No Shares shall be issued pursuant to the exercise of the Option unless the issuance and exercise comply with applicable laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Participant on the date on which the Option is exercised with respect to such Shares. Until such time as the Option has been duly exercised and Shares have been delivered, the Participant shall not be entitled to exercise any voting rights with respect to such Shares and shall not be entitled to receive dividends or other distributions with respect thereto. The Administrator may, in its discretion and pursuant to, and in accordance with, its administrative authority under the Plan, (i) accelerate vesting of the Option or (ii) extend the applicable exercise period of the Option.

(b) Method of Exercise. The Participant may exercise the Option by delivering an exercise notice in a form approved by the Corporation (the "Exercise Notice"), which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Corporation. The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Shares exercised. The Option shall be deemed to be exercised upon receipt by the Corporation of such fully executed Exercise Notice accompanied by the aggregate exercise price.

(c) Acceleration of Vesting Under Certain Circumstances. The vesting and exercisability of the Option shall not be accelerated under any circumstances, except as otherwise provided in the Plan.

3. Method of Payment. If the Participant elects to exercise the Option by submitting an Exercise Notice in accordance with **Section 2(b)** of this Option Agreement, the aggregate exercise price (as well as any applicable withholding or other taxes) may be paid by means of any lawful consideration as determined by the Administrator and subject to compliance with applicable laws, in accordance with Section 5.5 of the Plan, including one or a combination of the following methods:

- (a) cash, check payable to the order of the Corporation, or electronic funds transfer;
- (b) notice and third party payment in such manner as may be authorized by the Administrator;
- (c) the delivery of previously owned shares of Common Stock that are fully vested and unencumbered;
- (d) by a reduction in the number of Shares otherwise deliverable pursuant to the Option; or

(e) subject to such procedures as the Administrator may adopt, pursuant to a “cashless exercise” with a third party who provides financing for the purposes of (or who otherwise facilitates) the purchase or exercise of awards under the Plan.

4. Restrictions on Exercise. The Option may not be exercised until such time as the Plan has been approved by the stockholders of the Corporation, or if the issuance of the Shares upon exercise or the method of payment of consideration for those shares would constitute a violation of any applicable law, regulation, or Corporation policy.

5. Non-Transferability of Option. Except as specifically permitted under Section 5.7.3 of the Plan: (a) the Option is not transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance, or charge; (b) the Option shall be exercised only by the Participant; and (c) amounts payable or Shares issuable pursuant to the Option shall be delivered only to (or for the account of) the Participant. No permitted transfer or assignment shall be effective until the Corporation has acknowledged such transfer or assignment in writing. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Participant.

6. Term of Option. The Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

7. Withholding.

(a) The Administrator shall determine the amount of any withholding or other tax required by law to be withheld or paid by the Corporation with respect to any income recognized by the Participant with respect to the Option Award.

(b) The Participant shall be required to meet any applicable tax withholding obligation in accordance with the provisions of Section 8.5 of the Plan.

(c) Subject to any rules prescribed by the Administrator, the Participant shall have the right to elect to meet any withholding requirement (i) by having withheld at the appropriate time that number of whole shares of Common Stock whose Fair Market Value is equal to the amount of any taxes required to be withheld with respect to the Option, (ii) by direct payment to the Corporation in cash of the amount of any taxes required to be withheld with respect to the Option or (iii) by a combination of shares and cash.

8. Defined Terms. Capitalized terms used but not defined in this Option Agreement shall have the meanings set forth in the Plan.

9. Participant Representations. The Participant hereby represents to the Corporation that the Participant has read and fully understands the provisions of the Notice of Grant, these Terms and Conditions, and the Plan and the Participant’s decision to participate in the Plan is completely voluntary. Further, the Participant acknowledges that the Participant is relying solely on his or her own advisors with respect to the tax consequences of the Option.

10. Regulatory Limitations on Exercises. Notwithstanding the other provisions of this Option Agreement, the Administrator shall have the sole discretion to impose such conditions, restrictions, and limitations (including suspending the exercise of the Option and the tolling of any applicable exercise period during such suspension) on the issuance of Common Stock with respect to the Option unless and until the Administrator determines that such issuance complies with (a) any applicable registration requirements under the Securities Act or the Administrator has determined that an exemption therefrom is available, (b) any applicable listing requirement of any stock exchange on which the Common Stock is listed, (c) any applicable Corporation policy or administrative rules, and (d) any other applicable provision of state, federal, or foreign law, including foreign securities laws where applicable.

11. Miscellaneous.

(a) Notices. Any notice that either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail, or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Corporation may notify the Participant from time to time; and to the Participant at the Participant's electronic mail or postal address as shown on the records of the Corporation from time to time, or at such other electronic mail or postal address as the Participant, by notice to the Corporation, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Option Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Option Agreement (including these Terms and Conditions and the Notice of Grant) and the Plan constitute the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior agreements, commitments, or negotiations concerning the Option are superseded.

(d) Binding Effect; Successors. This Option Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns, and representatives. Nothing in this Option Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns, and representatives, any rights, remedies, obligations, or liabilities.

(e) Governing Law. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the provisions of this Option Agreement.

(g) Conflicts; Amendment. The provisions of the Plan are incorporated in this Option Agreement in their entirety. In the event of any conflict between the provisions of this Option Agreement and the Plan, the provisions of the Plan shall control. This Option Agreement may be amended at any time by the Administrator pursuant to, and subject to, the provisions of the Plan.

(h) No Right to Continued Employment. Nothing in this Option Agreement shall confer upon the Participant any right to continue in the employ or service of the Corporation or any Subsidiary or affect the right of the Corporation or any Subsidiary to terminate the Participant's employment or service at any time.

(i) Further Assurances. The Participant agrees, upon demand of the Corporation or the Administrator, to do all acts and execute, deliver, and perform all additional documents, instruments, and agreements that may be reasonably required by the Corporation or the Administrator, as the case may be, to implement the provisions and purposes of this Option Agreement and the Plan.

(j) Confidentiality. The Participant agrees that the provisions of this Option Agreement are strictly confidential and, with the exception of Participant's counsel, tax advisor, immediate family, or as required by applicable law, have not and shall not be disclosed, discussed, or revealed to any other persons, entities, or organizations, whether within or outside the Corporation, without prior written approval of the Corporation. The Participant further agrees to take all reasonable steps necessary to ensure that confidentiality is maintained by any of the individuals or entities referenced above to whom disclosure is authorized.