

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

CACI INTERNATIONAL INC

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State of Incorporation)

54-1345888
(I.R.S. Employer
Identification No.)

1100 North Glebe Road
Arlington, Virginia 22201
(Address of Registrant's Principal Executive Offices)

CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN
(Full Title of the Plan)

Arnold Morse
Senior Vice President, Chief Legal Officer and Secretary
CACI International Inc
1100 North Glebe Road
Arlington, Virginia 22201
(703) 841-7800

(Name, address, including zip code, and telephone number, including area code, of agent for service)

WITH COPIES TO:
Dean F. Hanley, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
(617) 832-1000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Securities Being Registered	Amounts to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(2)
Common Stock, par value \$.10 per share	1,500,000 shares	\$58.91	\$88,365,000	\$10,126.63

- (1) In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers an indeterminate number of shares of Common Stock that may be offered or issued by reason of stock splits, stock dividends or similar transactions.
- (2) This estimate is made pursuant to Rule 457(c) and (h) under the Securities Act, solely for the purposes of determining the amount of the registration fee. The registration fee is based on the average of the high and low prices for the registrant's common stock as reported on the New York Stock Exchange on February 1, 2012.

Explanatory Note Pursuant to General Instruction E of Form S-8

This registration statement covers an additional 1,500,000 shares of common stock issuable pursuant to the CACI International Inc 2006 Stock Incentive Plan, as amended and restated (the “2006 Plan”). These shares are in addition to the 4,394,130 shares of common stock issuable under the 2006 Plan that were registered pursuant to the registration statement on Form S-8, File No. 333-157093, filed with the Securities and Exchange Commission (the “Commission”) on February 4, 2009 (the “February 2009 Registration Statement”) and the registration statement on Form S-8, File No. 333-148032, filed with the Commission on December 12, 2007 (the “Original Registration Statement” and together with the February 2009 Registration Statement, the “Past Registration Statements”).

Pursuant to General Instruction E of Form S-8, CACI International Inc (the “Company”) hereby incorporates by reference the February 2009 Registration Statement on Form S-8, File No. 333-157093 and the Original Registration Statement on Form S-8, File No. 333-148032 (a) to the extent that the Past Registration Statements relate to the 2006 Plan and (b) except to the extent that any parts of the Past Registration Statements are modified or superseded by this Registration Statement and any document incorporated by reference herein.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information concerning the 2006 Plan required by Item 1 of Part I of Form S-8 and the statement of availability of Registration Information, Plan Information and other information required by Item 2 of Part I of Form S-8 will be sent or given to participants as specified by Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with Rule 428 and the requirements of Part I of Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. We will maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, we will furnish to the Commission or its staff a copy or copies of all of the documents included in such file.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents previously filed with the Commission are incorporated herein by reference to the extent such documents are filed, not furnished:

- (a) Our annual report on Form 10-K for the fiscal year ended June 30, 2011, filed on August 29, 2011;
- (b) Our quarterly report on Form 10-Q for the period ended September 30, 2011, filed on November 7, 2011.

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- (c) Our current report on Form 8-K, filed on July 12, 2011;
 - (d) Our current report on Form 8-K filed on August 29, 2011;
 - (e) Our current report on Form 8-K filed on October 5, 2011;
 - (f) Our current report on Form 8-K filed on November 22, 2011;
 - (g) Our current report on Form 8-K filed on December 12, 2011;
 - (h) Those portions of our definitive proxy statement for our annual meeting of stockholders held on November 17, 2011 filed on October 6, 2011 that are deemed filed with the SEC; and
 - (i) The description of our Common Stock contained in the registration statement on Form 8-A/A filed on March 21, 2003;

In addition, all documents subsequently filed with the Commission by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") after the date hereof and prior to the filing of a post-effective amendment hereto which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, are deemed to be incorporated by reference into, and to be part of, this registration statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

The validity of the securities we are registering is being passed upon by Foley Hoag LLP, Boston, Massachusetts.

Item 6. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law affords a Delaware corporation the power to indemnify its present and former directors and officers under certain conditions. Article EIGHTH of our Certificate of Incorporation provides that we may, to the full extent permitted by Section 145 of the Delaware General Corporation Law, indemnify all persons that we are permitted to indemnify under Section 145 of the Delaware General Corporation Law, as the same exists or may hereafter be amended. Section 9 of ARTICLE VI of our By-Laws provides that we shall indemnify and hold harmless to the fullest extent permissible under the Delaware General Corporation Law every person who was or is a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was one of our directors or corporate officers (as defined, and including "executive officers" under the federal securities laws and statutory officers under Delaware law) or is or was serving at our request as a director or officer of another corporation, against all

expense, liability, and loss (including attorneys' fees, judgments, fines, and, if approved by our board of directors, amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection with that action, suit, or proceeding. Section 9 of ARTICLE VI of our By-Laws also provides that we may pay expenses incurred by a director or corporate officer in connection with the defense of any civil or criminal action, suit, or proceeding in advance of the disposition of the action, suit, or proceeding, upon a commitment by or on behalf of the director or corporate officer to repay such amounts if it is ultimately determined that he is not entitled to be indemnified by us. We have entered into separate indemnification agreements with our directors and executive officers that provide these persons indemnification protection in the event our Certificate of Incorporation is subsequently amended.

Section 145 of the Delaware General Corporation Law also affords a Delaware corporation the power to obtain insurance on behalf of its directors and officers against liabilities incurred by them in those capacities. We have procured a directors' and officers' liability and company reimbursement liability insurance policy that (a) insures our directors and officers against losses (above a deductible amount) arising from certain claims made against them by reason of certain acts done or attempted by such directors or officers and (b) insures us against losses (above a deductible amount) arising from any such claims, but only if we are required or permitted to indemnify such directors or officers for such losses under statutory or common law or under provisions of our Certificate of Incorporation or our By-Laws.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Certificate of Incorporation of CACI International Inc, as amended to date (incorporated by reference to Exhibit 3.1 to the Company's annual report on Form 10-K for the period ended June 30, 2006 filed with the Commission on September 13, 2006).
3.2	Amended and Restated By-laws of CACI International Inc, as amended to date (incorporated by reference to Exhibit 3.1 to the Company's current report on Form 8-K filed with the Commission on March 7, 2008).
4.1	Clause FOURTH of CACI International Inc's Certificate of Incorporation (incorporated by reference to Exhibit 3.1 above).
4.2	The Rights Agreement dated July 11, 2003 between CACI International and American Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 to the Company's current report on Form 8-K filed with the Commission on July 11, 2003).
5.1	Opinion of Foley Hoag LLP, filed herewith.
10.1	CACI International Inc 2006 Stock Incentive Plan, as amended (incorporated by reference to Appendix A to our Proxy Statement for our Annual Meeting of Stockholders held on November 17, 2011, filed with the Commission on October 6, 2011).

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- 10.2 Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives (incorporated by reference to Exhibit 10.2 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.3 Form of Performance Restricted Stock Unit Grant Agreement for Grantees who are Not Eligible for Grandfathered Retirement (incorporated by reference to Exhibit 10.3 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.4 Form of Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives (incorporated by reference to Exhibit 10.4 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.5 Form of Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement (incorporated by reference to Exhibit 10.5 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.6 Form of Stock-Settled Appreciation Rights Grant Agreement (incorporated by reference to Exhibit 10.6 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.7 Form of Non-Employee Director Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.7 to the Company's registration statement on Form S-8 filed with the Commission on February 4, 2009).
 - 10.8 Form of Performance Restricted Stock Unit Grant Agreement between CACI International Inc and certain employees (incorporated by reference to Exhibit 10.2 to the Company's quarterly report on Form 10-Q filed with the Commission on February 4, 2011).
 - 10.9 Form of Non-Employee Director Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.3 to the Company's quarterly report on Form 10-Q filed with the Commission on February 4, 2011).
 - 10.10 Form of Restricted Stock Unit Grant Agreement for Grantees enrolled in the Management Stock Purchase Plan of CACI International Inc (incorporated by reference to Exhibit 10.4 to the Company's quarterly report on Form 10-Q filed with the Commission on February 4, 2011).
 - 10.11 Form of CACI International Inc 2006 Stock Incentive Plan Restricted Stock Unit (RSU) Grant Agreement (incorporated by reference to Exhibit 10.29 to the Company's annual report on Form 10-K filed with the Commission on August 29, 2011).
 - 10.12 Form of Non-Employee Director Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.30 to the Company's annual report on Form 10-K filed with the Commission on August 29, 2011).

- 10.13 Form of Restricted Stock Unit (RSU) Agreement under the CACI International Inc Management Stock Purchase Plan, filed herewith.
- 10.14 Form of Performance RSU Grant Agreement under the CACI International Inc 2006 Stock Incentive Plan, filed herewith.
- 10.15 Form of Stock Grant Agreement under the CACI International Inc Director Stock Purchase Plan, filed herewith.
- 23.1 Consent of Independent Registered Public Accounting Firm, filed herewith.
- 23.2 Consent of Foley Hoag LLP (included in Exhibit 5.1).
- 24.1 Power of Attorney (contained on the signature page).

Item 9. Undertakings

a. The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - i. To include any prospectus required by section 10(a)(3) of the Securities Act;
 - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

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2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- b. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 - c. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Arlington, Commonwealth of Virginia, on the 6th day of February, 2012.

CACI INTERNATIONAL INC

By: /s/ Arnold D. Morse

Arnold D. Morse

Senior Vice President, Chief Legal Officer and
Secretary

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each individual whose signature appears below constitute and appoint Arnold D. Morse as such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ PAUL M. COFONI</u> Paul M. Cofoni	President, Chief Executive Officer and Director (Principal Executive Officer)	February 6, 2012
<u>/s/ THOMAS A. MUTRYN</u> Thomas A. Mutryn	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	February 6, 2012
<u>/s/ CAROL P. HANNA</u> Carol P. Hanna	Senior Vice President, Corporate Controller (Principal Accounting Officer)	February 6, 2012
<u>/s/ DR. J. P. LONDON</u> Dr. J. P. London	Chairman of the Board, Executive Chairman	February 6, 2012
<u>/s/ GREGORY G. JOHNSON</u> Adm Gregory G. Johnson, USN (Ret.)	Director	February 6, 2012
<u>/s/ DR. RICHARD L. LEATHERWOOD</u> Dr. Richard L. Leatherwood	Director	February 6, 2012
<u>/s/ JAMES L. PAVITT</u> James L. Pavitt	Director	February 6, 2012

<u>/s/ DR. WARREN R. PHILLIPS</u> Dr. Warren R. Phillips	Director	February 6, 2012
<u>/s/ CHARLES P. REVOILE</u> Charles P. Revoile	Director	February 6, 2012
<u>/s/ JAMES S. GILMORE, III</u> James S. Gilmore, III	Director	February 6, 2012
<u>/s/ WILLIAM S. WALLACE</u> Gen William S. Wallace, USA (Ret.)	Director	February 6, 2012



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

617 832 1000 *main*
617 832 7000 *fax*

February 6, 2012

CACI International Inc
1100 North Glebe Road
Arlington, Virginia 22201

Re: CACI International Inc. Registration Statement on Form S-8

Ladies and Gentlemen:

We have reviewed the Registration Statement on Form S-8 (as such may be amended or supplemented, the "Registration Statement") to be filed by CACI International Inc, a Delaware corporation (the "Company") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offering by the Company of up to 1,500,000 shares (the "Shares") of its common stock, \$0.10 par value per share, issuable under the Company's 2006 Stock Incentive Plan, as amended (the "Plan").

In arriving at the opinion expressed below, we have examined and relied on the certificate of incorporation and by-laws of the Company, each as amended to date, the records of meetings and consents of the Board of Directors and stockholders of the Company provided to us by the Company, the Registration Statement and the Plan.

In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other instruments and other certificates of public officials, officers and representatives of the Company and such other persons, and we have made such examination of law, as we have deemed appropriate as a basis for the opinion expressed below.

We express no opinion other than as to the General Corporation Law of the State of Delaware (including applicable provisions of the Delaware Constitution and reported judicial decisions interpreting such Law and such Constitution) and the federal laws of the United States of America. In accordance with Item 8(a) of Form S-8, we express no opinion hereby as to any Shares that are not original issuance securities within the meaning of such Item.

We assume that all Shares to be granted or issued upon exercise of options granted or to be granted or pursuant to other awards granted or to be granted pursuant to the Plan will be issued in accordance with the applicable terms of the Plan and that the purchase price of the Shares, or the value of other consideration received or to be received by the Company for the Shares, will be valid consideration equal to or in excess of the par value thereof.

Based upon and subject to the foregoing, it is our opinion that the Shares, when issued and delivered upon the exercise of options or pursuant to other awards granted or to be granted pursuant to the Plan and against the receipt of the purchase price or other consideration therefor, will be validly issued, fully paid and nonassessable.

This opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is effective.

This opinion is being delivered solely for the benefit of the Company and such other persons as are entitled to rely upon it pursuant to applicable provisions of the Securities Act. This opinion may not be used, quoted, relied upon or referred to for any other purpose nor may this opinion be used, quoted, relied upon or referred to by any other person, for any purpose, without our prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the reference to our firm under the caption, "Interests of Named Experts and Counsel." In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

FOLEY HOAG LLP

By: /s/ Dean F. Hanley
a Partner



RESTRICTED STOCK UNIT (RSU) AGREEMENT

This Restricted Stock Unit (hereinafter “RSU”) Agreement, by and between **CACI International Inc.**, a corporation organized under the laws of the State of Delaware (“CACI”), and **[Name]** (“Executive”).

WHEREAS, the purpose of the CACI International Inc Management Stock Purchase Plan is to provide participants with an opportunity to acquire and maintain, through an allocation of a portion of their annual incentive compensation, an equity interest in CACI; and,

WHEREAS, RSUs awarded under the Plan are intended to advance the interests of CACI International Inc and its subsidiary and affiliated companies by enabling them to: (i) align the interests of those senior executives who share the primary responsibility for the management, growth, and protection of the business of CACI with those of CACI International Inc’s stockholders; (ii) furnish an incentive to such persons to continue their services to CACI; and (iii) provide a means through which CACI may effectively compete with other organizations to obtain and retain the services of competent senior management personnel; and,

WHEREAS, in furtherance of the purpose of the Plan, and in accordance with Executive’s allocation of a portion of Executive’s bonus into the Plan, CACI wishes to grant to Executive RSUs for shares of the common stock of CACI International Inc.

NOW, THEREFORE, CACI and Executive hereby agree as follows:

I. Restricted Stock Unit Award

- A. Definitions.** For purpose of this Agreement, capitalized terms shall have the same meaning as provided in the Plan, unless explicitly provided with a different meaning herein.
- B. RSU Award .** Pursuant to and subject to the terms of the Plan, CACI hereby grants to Executive a total of **[Enter_Number]** RSUs representing an equal number of shares of the Stock of CACI International Inc at the “Adjusted Price” (meaning the Fair Market Value of a share of Stock on the date of grant less fifteen percent (15%)) of **[\$[Adjusted_Price]** per share. The RSUs are granted subject to the restrictions and conditions as set forth in

the Plan and this Agreement. Executive shall not have the rights of a stockholder with respect to any RSUs credited to Executive's Account until shares of Stock have been distributed to Executive pursuant to Article IV or V. B., and Executive's name has been entered as a stockholder of record on the books of CACI with respect to such distributed shares of Stock.

II. Grant Date

The effective grant date of the RSUs awarded under this Agreement is **[Date]** (the "Grant Date").

III. Vesting

The RSUs granted pursuant to this Agreement shall vest on the applicable date below (the "Vesting Date"):

- A.** Executive shall become fully vested in the RSUs granted pursuant to this Agreement thirty-six (36) months after the Grant Date (i.e., on **[Date]**), provided that Executive has remained continuously employed on a full-time basis by CACI for the entire thirty-six (36) month period. Executive shall also become fully vested in the RSUs granted pursuant to this Agreement in the event any of the following occur on or before **[Date]**:
 - (1) In the event of termination of Executive's full-time employment with CACI as a result of Executive's Disability or death prior to **[Date]**, all RSUs granted pursuant to this Agreement shall become 100 percent vested upon Executive's death or Disability.
 - (2) In the event of a Good Reason Termination or Involuntary Termination Without Cause (each as defined below) prior to **[Date]**, and within twenty-four (24) months following a Change in Control, the RSUs granted pursuant to this Agreement shall become 100 percent vested on the date of such Good Reason Termination or Involuntary Termination Without Cause.
 - (3) In the event of Executive's voluntary Retirement (as defined below), the RSUs granted pursuant to this Agreement shall become 100 percent vested on the date of Executive's Retirement.
- B.** Except as provided in Article III. A. 1, 2 or 3 above or otherwise determined by the Committee, in order to become vested in RSUs under the terms of

this Agreement, the Executive must have been in the continuous full-time employ of CACI (or an Affiliate of CACI) from the Grant Date through the close of business on the Vesting Date. The Executive shall not be deemed to be employed by CACI (or an Affiliate of CACI) if the Executive's employment has been terminated, even if the Executive is receiving severance in the form of salary continuation through the regular payroll system. If Executive terminates employment with CACI (or an Affiliate of CACI) for any reason other than a Good Reason Termination or Involuntary Termination Without Cause within twenty-four (24) months following a Change in Control or by Retirement, Disability or death, or converts from full-time to part-time status (other than after becoming eligible for Retirement), Executive shall forfeit any RSUs granted under this Agreement that are not vested as of such date.

C. The following definitions shall apply for purposes of this Agreement:

"Cause" means:

- (1) gross negligence, willful misconduct or willful malfeasance by the Executive in connection with the performance of any material duty for the Company or an Affiliate;
- (2) the Executive's commission or participation in any violation of any legal requirement or obligation relating to the Company (unless the Executive had a reasonable good faith belief that the act, omission or failure to act in question was not a violation of such legal requirement or obligation) and such violation has materially and adversely affected the Company;
- (3) the Executive's conviction of, or plea of guilty or *nolo contendere*, to a crime committed during the course of his/her employment with the Company that the Committee, acting in good faith, reasonably determines is likely to have a material adverse affect on the reputation or business of the Company or an Affiliate;
- (4) theft, embezzlement or fraud by the Executive in connection with the performance of his or her duties for the Company or an Affiliate;
- (5) a violation of any confidentiality agreement or obligation or non-compete agreement with the Company or an Affiliate;

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- (6) a material violation of (i) the Company's Standards of Conduct, as the same may be amended and in effect from time to time, or (ii) any other published Company policy; or
 - (7) the diversion or appropriation of any material business opportunity.

If the written employment agreement between Executive and the Company provides a different definition of "Cause" (or other term that defines conduct on the part of the Executive that permits the Company to terminate such written employment agreement without liability to the Executive), that definition shall control and shall be substituted for the above in applying the Plan to that Executive.

"Change in Control Date" means the date (after the Grant Date) on which a Change in Control event is legally consummated and legally binding on the parties.

"Good Reason Termination" means Executive's resignation from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) following the occurrence of any of the following circumstances without the Executive's prior written consent:

- (1) A material reduction in the Executive's total compensation and benefit opportunity from that in effect on the day before the Change in Control Date (other than a reduction made by the Board, acting in good faith, based upon the performance of the Executive, or to align the compensation and benefits of the Executive with that of comparable executives, based on market data);
- (2) A substantial adverse alteration in the conditions of the Executive's employment from those in effect on the day before the Change in Control Date;
- (3) A substantial adverse alteration in the nature or status of the Executive's position or responsibilities from those in effect on the day before the Change in Control Date; or

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- (4) A change in the geographic location of the Executive's job more than fifty (50) miles from the place at which such job was based on the day before the Change in Control Date.

Before the Executive may resign for Good Reason, the Executive must provide the Company at least thirty (30) days' prior written notice of his intent to resign for Good Reason and specify in reasonable detail the Good Reason upon which such resignation is based. The Company shall have a reasonable opportunity to cure any such Good Reason (that is susceptible of cure) within thirty (30) days after the Company's receipt of such notice. The Executive's delay in providing such notice shall not be deemed to be a waiver of any such Good Reason, nor does the failure to resign for one Good Reason prevent any later Good Reason resignation for a similar or different reason.

"Involuntary Termination Without Cause" means a termination by the Company (or a Subsidiary or Affiliate of Company) of Executive's full-time employment without Cause.

"Retirement" means retirement from full-time employment with CACI (or an Affiliate of CACI) or a change from full-time employment with CACI (or an Affiliate of CACI) to part-time status, in both cases on or after Executive has attained age 65, and following delivery of a notice from Executive to CACI's Plan Administrator stating that Executive is permanently retiring from CACI and the Information Technology industry.

IV. Delivery of Shares

- A. Unless Executive has elected a deferred distribution date, then, subject to the requirements of Section 10 of the Plan and Article VI of this Agreement, CACI shall establish an account for Executive at UBS Financial Services, Inc., or such other similar organization which provides stock administration services to the Company, and transfer into such account one share of unrestricted Common Stock of CACI International Inc for each vested RSU covered by this Agreement within thirty (30) days after the earlier of: (1) the end of the 36-month period beginning on the Grant Date, (2) the date of Executive's death, (3) ninety (90) days after Executive's disability (within the meaning of Section 409A(a)(2)(C) of the Code), or (4) the date of Executive's Separation from Service.

- B.** If Executive has elected a deferred distribution date, CACI shall issue to Executive one share of Stock with respect to each vested RSU that is subject to such election, within thirty (30) days after the earlier of: (1) the deferred distribution date (if expressed as a whole number of years, not less than three (3), following the Grant Date) specified by Executive in the Subscription Agreement; (2) the date of Executive's death, (3) ninety (90) days after Executive's disability (within the meaning of Section 409A(a)(2)(C) of the Code), or (4) the date of Executive's Separation from Service. The issuance of such Stock shall be in full settlement of the Award.
- C.** CACI shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by CACI may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, CACI may require that the Executive make a cash payment to CACI equal to the amount required to be withheld.

V. Forfeiture and Termination

- A.** Except as may otherwise be determined by the Committee or as required by Article III. A. 1, 2 or 3 above, if Executive voluntarily terminates employment with CACI, is terminated by CACI for Cause or converts from full-time status to part-time status prior to the Vesting Date (or becoming eligible for Retirement), or in the event of the lapsing of the RSUs in accordance with the provisions of Article VIII below prior to the Vesting Date, all unvested RSUs shall be forfeited, and Executive will be entitled to receive within thirty (30) days following his or her Separation from Service the lesser of:
 - (1) a cash amount equal to the number of RSUs granted under this Agreement, multiplied by the Adjusted Price of an RSU, plus simple interest using the one-year Treasury Bill rate in effect on **[Date]** of each year from the Grant Date to the date of Executive's termination; or,
 - (2) a cash amount equal to the value of the shares underlying the RSUs as based on the closing share price at Executive's date of termination or conversion to part-time status.

- B.** Except as may otherwise be determined by the Committee or as required by Article III. A. 1, 2 or 3 above, if CACI terminates Executive's employment without Cause prior to the Vesting Date and Executive had not previously converted from full-time to part-time status, then the RSUs shall be canceled and Executive shall receive a payment within thirty (30) days following Executive's Separation from Service determined as follows: The number of RSUs shall be multiplied by a fraction, the numerator of which is the number of full months that Executive was employed by CACI after the Grant Date and the denominator of which is thirty-six (36); Executive shall be deemed vested in such RSUs and shall receive the resulting number of such vested RSUs in shares of Stock. With respect to the remaining portion of such RSUs (consisting of nonvested RSUs), Executive shall receive within thirty (30) days following Executive's Separation from Service the lesser of:
- (1) a cash amount equal to the number of such RSUs, multiplied by the Adjusted Price of an RSU, plus simple interest using the one-year Treasury Bill rate in effect on **[DATE]** of each year from the date of grant to the date of Executive's termination; or,
 - (2) a cash amount equal to the value of the shares underlying such RSUs as based on the closing share price at Executive's date of termination.

VI. Specified Employees

Notwithstanding anything herein to the contrary, any distribution under Article IV or V to a Specified Employee on account of a Separation from Service shall be made as soon as practical (but not later than 30 days) after the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death).

VII. Designation of Beneficiary

- A.** From time to time, Executive may designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of Executive's death before Executive has received all benefits to which Executive would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by Executive, shall be in a form prescribed by the Committee (copy attached), and shall be effective only when received in writing by the Plan Administrator. The last valid beneficiary designation

received shall be controlling; provided, however, that no beneficiary designation, change or revocation shall be effective unless received prior to Executive's death.

- B.** If no valid and effective beneficiary designation exists at the time of Executive's death, or if no designated beneficiary survives Executive, or if Executive's beneficiary designation is legally invalid, any benefit payable hereunder shall be made to Executive's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of Executive's estate. If the Plan Administrator is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, CACI International Inc, the Board of Directors of CACI International Inc, or the Plan Administrator under this Agreement.

VIII. Conditions of Lapsing

The RSUs granted pursuant to this Agreement shall lapse and terminate and may no longer be converted to unrestricted shares of CACI International Inc Common Stock if:

- A.** Executive terminates his or her employment with CACI for any reason other than death, Disability or voluntary retirement in accordance with Article III. A. 1 or 3 before the Vesting Date;
- B.** Prior to reaching age 65, Executive converts from full-time employment status with CACI to another status before the Vesting Date; or
- C.** CACI International Inc is placed under the jurisdiction of a bankruptcy court, dissolved or liquidated.

IX. Adjustment to RSUs

- A.** The award of these RSUs to Executive shall not affect in any way the right or power of CACI International Inc or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI International Inc's capital structure or its business, or any merger or consolidation of CACI International Inc, or any issue of bonds, debentures,

preferred or prior preference stock ahead of or affecting the Common Stock or the rights thereof, or the dissolution or liquidation of CACI International Inc, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

- B.** If CACI International Inc shall effect a subdivision or consolidation of shares or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of the Common Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Common Stock represented by the RSUs granted pursuant to this Agreement shall be appropriately adjusted in such a manner as to ensure that Executive receives the same total number of shares that the owner of an equal number of outstanding shares of the Common Stock would own as a result of the event requiring the adjustment.
- C.** Except as hereinbefore expressly provided, the issue by CACI International Inc of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI International Inc convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of RSUs granted pursuant to this Agreement.

X. Fractional Shares

No fractional shares or scrip representing fractional shares of Common Stock shall be issued in connection with the conversion of the RSUs granted pursuant to this Agreement. If, upon granting shares herein, Executive would be entitled to a fractional share of Common Stock, the number of shares to which Executive is entitled shall be rounded up to the next highest whole number.

XI. Rule 16b-3 Securities Law Compliance

Transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U.S. Securities and Exchange Act of 1934 to the extent they are or may be applicable to the Plan. Any ambiguity or inconsistency in the construction of an RSU award or the Plan shall be interpreted to give effect to such intention.

XII. Assignment

This Agreement and the RSUs granted under it may not be assigned without the prior written consent of the Committee.

XIII. Acknowledgement of Grant Quantity

By signing this Agreement, Executive hereby acknowledges his/her understanding that the number of RSUs granted under the Agreement, as indicated in Article I, is the proper number of RSUs granted based on the amount of his/her annual bonus for the fiscal year ended June 30, 2011 deferred under the Plan.

XIV. Amendment

This Agreement embodies the entire understanding between CACI and Executive regarding the subject matter of the Agreement and supersedes any and all previous agreements and/or understandings between CACI and Executive concerning such subject matter, including the matter described in Article XIV immediately above. This Agreement may be amended only in a written instrument signed by both parties.

XV. Headings

Article headings are strictly for the purpose of convenience and general reference only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

XVI. Applicable Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

XVII. Severability

In the event that any provision of this Agreement shall be held illegal, invalid or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of the Agreement, and the Agreement shall be construed so as to give effect to the intent of the Agreement as if the illegal, invalid, or unenforceable provision was not included herein.

XVIII. No Right to Employment

Nothing in the Plan or this Agreement, or any instrument executed pursuant to the Plan, shall create any Employment rights (including without limitation, rights to continued employment) in Executive or affect the right of CACI to terminate the employment of Executive at any time without regard to the existence of the Plan.

XIX. Notices

Any notice required or permitted to be given under this Agreement must be given by first class or certified mail, addressed as follows, unless notice of a change of address has subsequently been given in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) written below.

CACI:

EXECUTIVE:

[Approver]
By: [Approver Title]

[Print Name]

Date: _____

Date: _____

CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN

PERFORMANCE RSU GRANT AGREEMENT

This Performance RSU Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and [NAME] (the “**Grantee**”), effective as of [Date] (the “**Grant Date**”).

Recitals

WHEREAS, the Board of Directors of the Company adopted the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”);

WHEREAS, the Plan provides for Awards to key employees of the Company, or its Subsidiaries and Affiliates;

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, the Company desires to provide the Grantee the opportunity to acquire stock ownership in the Company based on the performance of the Company, in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate of the Company.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

1. DEFINITIONS.

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Performance RSU Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Cause**” means:

(1) gross negligence, willful misconduct or willful malfeasance by the Grantee in connection with the performance of any material duty for the Company or an Affiliate;

(2) the Grantee's commission or participation in any violation of any legal requirement or obligation relating to the Company (unless the Grantee had a reasonable good faith belief that the act, omission or failure to act in question was not a violation of such legal requirement or obligation) and such violation has materially and adversely affected the Company;

(3) the Grantee's conviction of, or plea of guilty or *nolo contendere*, to a crime committed during the course of his/her employment with the Company that the Committee, acting in good faith, reasonably determines is likely to have a material adverse affect on the reputation or business of the Company or an Affiliate;

(4) theft, embezzlement or fraud by the Grantee in connection with the performance of his or her duties for the Company or an Affiliate;

(5) a violation of any confidentiality agreement or obligation or non-compete agreement with the Company or an Affiliate;

(6) a material violation of (i) the Company's Standards of Conduct, as the same may be amended and in effect from time to time, or (ii) any other published Company policy; or

(7) the diversion or appropriation of any material business opportunity.

If the written employment agreement between Grantee and the Company provides a different definition of "Cause" (or other term that defines conduct on the part of the Grantee that permits the Company to terminate such written employment agreement without liability to the Grantee), that definition shall control and shall be substituted for the above in applying the Plan to that Grantee.

(d) **"Change in Control Date"** shall be the date (after the Grant Date) on which a Change in Control event is legally consummated and legally binding upon the parties.

(e) **"Ending Stock Price Average"** means the average of the closing prices per share of the Stock for the 90 calendar-day period ending on the first anniversary of the Grant Date (i.e., from **[Date]** through **[Date]**) as reported by such registered national securities exchange on which the Stock is listed, or, if the Stock is not listed on such an exchange, as quoted on NASDAQ.

(f) **"Extraordinary Items of Income"** means any amount of income or gain included in the calculation of the net income of the Company that the Committee, in its discretion, but acting in good faith, determines to be extraordinary; provided, however, in no event will the revenue or income from an acquisition be deemed to be extraordinary, to the extent revenue or income from such acquisition is consolidated and included with revenue and income of the Company for reporting purposes.

(g) **“Fiscal Year”** means the fiscal year of the Company, which is currently July 1 through June 30.

(h) **“GAAP”** means U.S. generally accepted accounting principles, consistently applied.

(i) **“Good Reason Termination”** means Grantee’s resignation from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) following the occurrence of any of the following circumstances without the Grantee’s prior written consent:

- (1) A material reduction in the Grantee’s total compensation and benefit opportunity from that in effect on the day before the Change in Control Date (other than a reduction made by the Board, acting in good faith, based upon the performance of the Grantee, or to align the compensation and benefits of the Grantee with that of comparable executives, based on market data);
- (2) A substantial adverse alteration in the conditions of the Grantee’s employment from those in effect on the day before the Change in Control Date;
- (3) A substantial adverse alteration in the nature or status of the Grantee’s position or responsibilities from those in effect on the day before the Change in Control Date; or
- (4) A change in the geographic location of the Grantee’s job more than fifty (50) miles from the place at which such job was based on the day before the Change in Control Date.

Before the Grantee may resign for Good Reason, the Grantee must provide the Company at least thirty (30) days’ prior written notice of his intent to resign for Good Reason and specify in reasonable detail the Good Reason upon which such resignation is based. The Company shall have a reasonable opportunity to cure any such Good Reason (that is susceptible of cure) within thirty (30) days after the Company’s receipt of such notice. The Grantee’s delay in providing such notice shall not be deemed to be a waiver of any such Good Reason, nor does the failure to resign for one Good Reason prevent any later Good Reason resignation for a similar or different reason.

(j) **“Grandfathered Executive”** means an executive who, as of July 1, 2008, was age 62 or older and who was a full-time employee of the Company (or a Subsidiary or Affiliate of the Company).

(k) **“Grandfathered Retirement”** means, in the case of a Grandfathered Executive, retirement from full-time employment or change to part-time status with the Company (or a Subsidiary or Affiliate of the Company) following delivery of a Retirement Notice, in either case on or after age 65.

(l) **“Grant Date”** means [Date] .

(m) **“Involuntary Termination Without Cause”** means a termination by the Company (or a Subsidiary or Affiliate of Company) of Grantee’s full-time employment without Cause.

(n) **“Maximum Achievement Level”** means the Ending Stock Price Average exceeds the Starting Stock Price Average by fifty percent (50%) or more.

(o) **“Measurement Period”** means the period beginning [Date] and ending [Date] .

(p) **“NATP”** means net profit after taxes (defined as net income attributable to common shareholders, after taxes, from continuing operations before the cumulative effect of any change in accounting principles, as determined in accordance with GAAP and reflected in the Company’s Consolidated Statements of Operations in its filing with the SEC, but without regard to any change in accounting standards that may be required by the Financial Accounting Standards Board after the Grant Date and modified so as to exclude any Extraordinary Items of Income).

(q) **“Performance RSU”** means a bookkeeping entry that represents an amount equivalent to one share of Stock.

(r) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(s) **“Retirement”** means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice. The term “Retirement” excludes a Grandfathered Retirement.

(t) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retire from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(u) **“Separation from Service”** means a separation from service of Grantee from the Company (or a Subsidiary or Affiliate of the Company) within the meaning of Code Section 409A (a)(2)(A)(i).

(v) **“Service Requirement”** means the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the applicable vesting anniversary of the Grant Date as provided in Section 3(b)(1).

(w) **“Specified Employee”** means a specified employee within the meaning of Code Section 409A (a)(2)(B)(i).

(x) **“Starting Stock Price Average”** means Fifty Eight Dollars and Twenty Cents (\$58.20), which is the average of the closing prices per share of the Stock for the 90 calendar-day period ending on the Grant Date (i.e., from [Date] through [Date]) as reported by such registered national securities exchange on which the Stock is listed.

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

2. AWARD OF PERFORMANCE RSUs.

(a) **Grant of Performance RSUs.** Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee a Performance RSU Award on the Grant Date for Performance RSUs as stated in the Performance RSU Overview below representing the number of RSUs that would be tentatively earned by the Grantee upon attainment by the Company of the Maximum Achievement Level and the NATP condition and would vest upon full completion of the Service Requirement. The Grantee shall be entitled to receive one share of Stock for each Performance RSU earned by the Grantee and vested pursuant to the terms of this Grant Agreement. The number of Performance RSUs to which the Grantee would be entitled if the Maximum Achievement Level and NATP condition is attained by the Company and the Service Requirement fully completed shall be credited to the Grantee’s Account as of the Grant Date. The Grantee’s Account shall be the record of Performance RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any Performance RSUs credited to the Grantee’s Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee’s name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

(b) **Dividend Equivalents.** If on any date prior to issuance of the shares of Stock subject to the Performance RSUs, the Company shall pay any dividend on the Stock (other than a dividend payable in shares of Stock), the number of Performance RSUs credited to Grantee’s Account shall as of such date be increased by an amount

equal to: (A) the product of the number of Performance RSUs credited to the Grantee's Account as of the record date for such dividend, multiplied by the per share amount of any dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined in good faith by the Board of Directors of the Company), divided by (B) the Fair Market Value of a share of Stock on the payment date of such dividend. In the case of any dividend declared on Stock which is payable in shares of Stock, the number of Performance RSUs credited to the Grantee shall be increased by a number equal to the product of (X) the aggregate number of Performance RSUs that have been credited to the Grantee's Account through the related dividend record date, multiplied by (Y) the number of shares of Stock (including any fraction thereof) payable as a dividend on a share of Stock. The Grantee shall have no right to the payment of any dividends either declared or accrued on shares of Stock subject to the Performance RSUs for any period prior to the date of issuance of the Stock.

3. PERFORMANCE, VESTING AND OTHER RESTRICTIONS.

The Performance RSUs shall become earned and vested only upon, and to the extent of, the satisfaction of the Performance Measures (as defined in the Plan) and the completion of the employment requirements set forth below.

(a) Performance Measures .

(1) **NATP Condition** . No Performance RSUs shall become tentatively earned under this Subsection 3(a) in the event the NATP for the fiscal year of the Company ending [Date] is less than the NATP for the fiscal year of the Company ended [Date] . If the NATP condition is satisfied, Grantee shall tentatively earn the following number of Performance RSUs:

- (A) One-half of the number of RSUs granted in the Performance RSU Overview plus or minus
- (B) the number of RSUs as described under Subsection 3(a)(2);

(2) **Average Stock Price Condition** . Subject to the NATP condition in Subsection 3(a)(1) above, Grantee shall earn in addition to, or have subtracted from, the number of Performance RSUs in Subsection 3(a)(1)(A) above, the following number of RSUs:

- (A) The number of RSUs in Subsection 3(a)(1)(A) above multiplied by two-times the percentage, if any, (subject to the cap below) by which the Ending Stock Price Average exceeds the Starting Stock Price Average, or
- (B) Minus the number of RSUs in Subsection 3(a)(1)(A) above multiplied by two-times the percentage, if any, by which the Starting Stock Price Average exceeds the Ending Stock Price Average.

The percentage increase in Subsection 3(a)(2)(A) above shall be capped at fifty percent (50%), such that the number of Performance RSUs tentatively earned in this Agreement shall be capped at two hundred percent (200%) of the number of Performance RSUs in Subsection 3(a)(1) (A) above. Therefore, any excess by more than fifty percent (50%) of the Ending Stock Price Average over the Starting Stock Price Average will not result in any additional Performance RSUs being tentatively earned under this Agreement.

(b) **Vesting Following Measurement Period**. Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested as follows:

(1) **Completion of Service Requirement**.

(A) Fifty percent (50%) of the Performance RSUs which were tentatively earned under Subsection 3(a) above shall become earned and vested on the third anniversary of the Grant Date, and

(B) an additional fifty percent (50%) of the Performance RSUs which were tentatively earned under Subsection 3(a) above shall become earned and vested on the fourth anniversary of the Grant Date,

provided that the Grantee remains in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through any such anniversary of the Grant Date.

(2) **Retirement; Involuntary Termination Without Cause**. Upon the Retirement or Involuntary Termination Without Cause of a Grantee following the end of the Measurement Period and prior to the fourth anniversary of the Grant Date, then in lieu of vesting under Subsection 3(b)(1) above, the Grantee shall vest in the Performance RSUs tentatively earned under Subsection 3(a) at the rate of one forty-eighth ($1/48^{\text{th}}$) of such RSUs for each full month of full-time employment with the Company (or a Subsidiary or Affiliate of the Company) completed by Grantee following the Grant Date, less the number, if any, of Performance RSUs that previously vested under Subsection 3(b)(1) above.

(3) **Grandfathered Retirement**. Upon the Grandfathered Retirement of a Grantee following the end of the Measurement Period and prior to the fourth anniversary of the Grant Date, any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection 3(a) above, shall become earned and vested on such date.

(4) **Disability or Death**. If there is a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the end of the Measurement Period and prior to the fourth anniversary of the Grant Date

due to Disability or death, then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection 3(a) above, shall become earned and vested.

(5) **Change in Control.** If after the end of the Measurement Period and prior to the fourth anniversary of the Grant Date, there is a Change in Control that qualifies as a “change in ownership or control” under Treas. Regs. § 1.409A-3(i)(5) and, within twenty-four (24) months after such Change in Control, a Good Reason Termination or Involuntary Termination Without Cause occurs, then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection 3(a) above, shall become earned and vested and Subsections 3(b)(1), (2), (3) and (4) above shall no longer thereafter apply.

(c) Effect of Termination of Employment, Change in Control, Death or Disability During Measurement Period.

(1) **Termination of Employment.** Except as provided in Subsections (2), (3), (4) and (5) below, if the employment of Grantee with the Company (or a Subsidiary or Affiliate of the Company) is terminated for any reason during the Measurement Period, all Performance RSUs shall be forfeited.

(2) **Retirement; Involuntary Termination Without Cause.** If there is a termination of Grantee’s full-time employment with the Company (or a Subsidiary or Affiliate of the Company) during the Measurement Period due to Grantee’s Retirement or Involuntary Termination Without Cause, Grantee shall vest in any Performance RSUs tentatively earned under Subsection 3(a) at the rate of one forty-eighth (1/48th) of such RSUs for each full month of full-time employment with the Company (or a Subsidiary or Affiliate of the Company) completed by Grantee following the Grant Date.

(3) **Disability.** If there is a termination of Grantee’s full-time employment with the Company (or a Subsidiary or Affiliate of the Company) during the Measurement Period due to Grantee’s Disability, Grantee shall become vested in the number of Performance Shares calculated as if the Ending Stock Price Average were based on the closing prices for the Stock for the ninety-day period preceding the date of termination of full-time employment, without regard to the NATP condition in Subsection 3(a)(1).

(4) **Death.** If there is a termination of Grantee’s full-time employment with the Company (or a Subsidiary or Affiliate of the Company) during the Measurement Period due to Grantee’s death, Grantee shall become vested in the number of Performance Shares calculated as if the Ending Stock Price Average were based on the closing prices for the Stock for the ninety-day period preceding the date of termination of full-time employment, without regard to the NATP condition in Subsection 3(a)(1).

(5) **Change in Control**. If there is a Change in Control of the Company during the Measurement Period that qualifies as a “change in ownership or control” under Treas. Regs. § 1.409A-3(i)(5):

(A) Grantee shall earn the number of Performance RSUs calculated as if the Ending Stock Price Average were based on the purchase price per share for the Stock in the Change in Control, or, if the Change in Control is based not on a purchase or other corporate transaction, but solely the result of a change in the majority of Incumbent Directors, based on the closing prices of the Stock for the ninety-day period preceding the date of the Change in Control, and in either case without regard to the NATP condition in Subsection 3(a)(1); and

(B) If within twenty-four (24) months after such Change in Control there is a Good Reason Termination or an Involuntary Termination Without Cause, then the Performance RSUs earned under (A) above shall become fully vested.

(d) **Examples**. Hypothetical examples of the calculations of earned and vested Performance RSUs based on certain assumptions appear in Appendices A, B, C and D. These examples are presented solely as illustrations of the calculation methodology.

(e) **Committee Determination**. The Performance Measures in Section 3(a) are evaluated independently by the Committee. The Committee shall determine and certify the extent to which the Performance Measures have been met following the end of the Measurement Period and the number of Performance RSUs tentatively earned and the number earned and vested by the Grantee hereunder. The Committee’s determinations shall be binding and conclusive on all parties. Performance RSUs shall not be deemed to have been tentatively earned until the Committee’s determination and certification as to the attainment of the respective Performance Measures has been completed. The Committee may not exercise discretion to increase the amount earned or vested and/or the shares of Stock otherwise due based on the extent to which the Performance Measures are met.

(f) **Employment Requirement; Forfeiture**.

(1) **General**. Except as otherwise provided in Section 3(b) or (c), in order to become vested in (i.e., earn) Performance RSUs under the terms of this Agreement, the Performance RSUs must be tentatively earned under Section 3(a) and the Grantee must meet the Service Requirement. The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee’s employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. Any portion of the Performance RSUs which have not yet or do not become earned and vested under Section 3(b) or (c), as of the date Grantee’s employment with the Company (or a Subsidiary or Affiliate of the Company) is terminated for any reason or is converted from full-time to part-time status, shall be forfeited, except to the extent otherwise provided in Section

3(c)(2). Any Performance RSUs then credited to Grantee's Account which are determined by the Committee to have not been tentatively earned under Section 3(a) following the end of the Measurement Period shall be forfeited.

(2) **Adjustment of Award** . In the event it is determined that a Performance RSU was paid based on incorrect financial results, the Committee will review a Performance RSU paid to the Grantee . If the amount of any payment under a Performance RSU would have been lower had the level of achievement of applicable financial performance goals been calculated based on the correct financial results, the Committee may, in its sole discretion, adjust (i.e., lower) the amount of such payment so that it reflects the amount that would have been paid based on the correct financial results and, to the extent permitted by applicable law, require the reimbursement of any amount paid to or received by the Grantee with respect to such Performance RSU. Additionally, payments under this Agreement are subject to recovery by the Company to the extent required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the Sarbanes-Oxley Act of 2002 and any regulations promulgated thereunder.

(3) Forfeiture of Award and Right to Payments .

(a) In the event that the employment of the Grantee is terminated for Cause then, in such event, the Grantee shall forfeit all rights to the Performance RSUs and shall repay to the Company all shares of Stock received by the Grantee with respect to such Performance RSUs or the Fair Market Value of such shares of Stock if no longer in Grantee's possession on or after the date of the act giving rise to the Grantee's termination for Cause.

(b) In the event that, following the Grantee's termination of employment the Company discovers that, during the course of his/her employment with the Company, the Grantee committed an act that would have given rise to a termination for Cause, then, in such event, the Grantee shall forfeit all outstanding rights to the Performance RSUs. Further, the Grantee agrees and undertakes to repay to the Company all shares of Stock received by the Grantee or the Fair Market Value of such shares of Stock if no longer in Grantee's possession on or after the date of such act or violation.

4. ISSUANCE OF SHARES .

(a) **Issuance of Shares** . The Company shall establish an account for the Grantee at UBS Financial Services, Inc., or such other similar organization which provides stock administration services to the Company, and transfer into such account shares of Stock equal in number to the number of Performance RSUs that the Committee determines have become earned and vested (except for any shares of Stock which are withheld to satisfy any tax withholding requirement) as soon as practical after the earlier of the following dates (but no later than the 15th day of the third calendar month following the applicable date):

(1) The date on which the Performance RSUs have been earned and vested under Section 3(b)(1), based on the determination of the Committee;

(2) The September 30th next following the end of the Measurement Period as to Performance RSUs which have been earned and vested under Section 3(c)(2) or (3)(c)(3), based on the determination of the Committee; provided, however, that any distribution to a Specified Employee on account of a Separation from Service shall be made no earlier than the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death),

(3) Separation from Service following the Measurement Period on account of Disability, Grandfathered Retirement, Involuntary Termination Without Cause or Retirement; provided, however, that any distribution to a Specified Employee on account of a Separation from Service shall be made as soon as practical (but not later than 30 days) after the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death),

(4) Separation from Service on account of a Good Reason Termination within twenty-four (24) months after a Change in Control (provided that such Change in Control qualifies as a “change in ownership or control” under Treas. Reg. §1.409A-3(i)(5)); provided, however, that any distribution to a Specified Employee on account of a Separation from Service shall be made as soon as practical (but not later than 30 days) after the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death), or

(5) The date of death of the employee.

In the event of any amendment to this Agreement that affects the date of vesting under Section 3(b)(1) or 3(c)(2), the date of distribution under Subsection 4(a)(1) above shall be determined without regard to any such amendment.

Upon issuance, such shares of Stock shall be registered on the Company’s books in the name of the Grantee in full payment and satisfaction of such Performance RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company’s trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws are available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any

ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares** . No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, Grantee would be entitled to a fractional share of Stock, the number of shares to which Grantee is entitled shall be rounded down to the next lower whole number.

(e) **Beneficiary** .

(1) Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of Grantee's death before Grantee has received all benefits to which Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(2) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI under this Agreement.

5. MISCELLANEOUS .

(a) **No Restriction on Company Authority** . The award of these Performance RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of Performance RSUs** . Except as hereinbefore expressly provided, if CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement and credited to Grantee's Account shall be appropriately adjusted in such a manner as to represent the same total number of RSUs that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise** . Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement.

(d) **Performance RSUs Nontransferable** . Performance RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded** . The obligation of the Company with respect to Performance RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes** . The Company shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may permit the Grantee to make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits**. The value of the Performance RSUs (either on the Grant Date or at the time, if ever, the Performance RSUs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A**. Notwithstanding anything herein to the contrary, no amount shall be paid earlier than the earliest date permitted under Section 409A of the Code. The terms of this Agreement are intended to comply with the provisions of Section 409A of the Code and if any provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Agreement complying with the provisions of Section 409A. CACI makes no representations as to the tax consequences of the award of Performance RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment**. Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law**. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration**. Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction.

(l) **Successors**. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings**. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices**. All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification**. The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Code Section 162(m)**. This Performance Share Grant Agreement, to the extent issued to a Covered Employee, as defined in the Plan, is intended to qualify as “performance-based compensation” within the meaning of Section 162(m) of the Code. As such, this Agreement shall be subject to the restrictions set forth in Section 10(b) of the Plan.

(q) **Conformity with Plan**. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Grant Agreements related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has reviewed a copy of the Plan.

(r) **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF , the Company has caused this Performance RSU Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

CACI INTERNATIONAL INC

By: _____
Name

Date: _____

By: _____
Name

Date: _____

PERFORMANCE RSU OVERVIEW

Number RSUs Being Granted
(at the Maximum Achievement Level):
Grant Date:

X,XXX
[Date]

CACI STOCK GRANT AGREEMENT

This STOCK GRANT AGREEMENT (the Agreement), by and between **CACI International Inc.**, a corporation organized under the laws of the State of Delaware (“CACI” or “Company”) and **[Name]**, (“Director”).

WHEREAS , the purpose of the Director Stock Purchase Plan (the “Plan”) is to provide members of the CACI International Inc Board of Directors (the Board) with an opportunity to acquire an equity interest in CACI; and

WHEREAS, stock awarded under the Plan is intended to advance the interests of CACI and its subsidiary and affiliated companies by: (i) aligning the interests of members of the Board with those of CACI’s stockholders; (ii) providing a means through which CACI may continue to attract well-qualified persons to its Board; and (iii) providing a means through which CACI may effectively compete with other organizations in obtaining and retaining the services of distinguished members for its Board; and

WHEREAS, Director completed a Subscription Agreement, under which Director elected to receive shares of common stock of CACI (“Stock”) for some or all of Director’s annual retainer fees; and

WHEREAS , in furtherance of the purpose of the Plan, and pursuant to Director’s election in accordance with the terms of the Plan, CACI wishes to grant Stock to Director.

NOW, THEREFORE , CACI and Director hereby agree as follows:

I. Stock Award

Pursuant to and subject to the terms of the Plan, CACI hereby grants Stock to Director as follows:

<u>Date of Grant</u>	<u>Shares of Stock Granted</u>	<u>Share Price on Date of Grant</u>
[Grant Date]	XX	\$ XXXX

II. Effective Date

The effective date of the grant is **[Grant Date]**.

III. Vesting

The Stock granted pursuant to this Agreement is fully vested.

IV. Rule 16b-3 Securities Law Compliance

To the extent applicable, as determined by the Committee, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934 (the “Act”). Any ambiguities or inconsistencies in the construction of a stock award or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion. To the extent that Director would be subject to liability under section 16(b) of the Act if Director sold the Stock on the date the Stock is issued to Director, and Director makes an election in a timely manner under Section 83(b) of the Internal Revenue Code to immediately recognize income for tax purposes, Director shall notify the Committee within thirty (30) days of making such election. Director acknowledges that if Director elects to make a Section 83(b) election, Director shall be responsible for satisfying applicable IRS filing requirements with respect to such election.

V. Conformity with Plan

This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Awards related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. Director acknowledges by signing this Agreement that Director has received and reviewed a copy of the Plan.

VI. Compliance With Section 409A

The terms of this Agreement are intended to be exempt from the provisions of Section 409A of the Internal Revenue Code and if any provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Agreement being exempt from the provisions of Section 409A. The Company makes no representations as to the tax consequences of the award of stock to Director (including, without limitation, under Section 409A of the Internal Revenue Code, if applicable). Director understands and agrees that Director is solely responsible for any and all income or other taxes imposed on Director with respect to the award.

VII. Continuing Effect

Director's election to receive stock for some or all of Director's annual retainer fees is irrevocable and will remain in effect for all future calendar years unless Director files a new Subscription Agreement, which is received by the Company prior to the first day of the calendar year for which it is to be effective.

VIII. Amendment

This Agreement embodies the entire Agreement between CACI and Director regarding the subject matter of the Agreement and supersedes any and all previous agreements and/or understandings between CACI and Director concerning such subject matter. This Agreement may be amended only in a written instrument signed by both parties.

IX. Headings

Article headings are strictly for the purpose of convenience and general reference only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

X. Applicable Law

The substantive laws of the State of Delaware, United States of America, shall govern the validity, interpretation, and enforcement of this Agreement without regard to its principles regarding conflicts of laws.

XI. Severability

In the event that any provision of the Plan or this Agreement shall be held illegal, invalid or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of the Plan or Agreement, and the Plan or Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision was not included herein.

XII. Notices

Any notice required or permitted to be given under this Agreement must be given by registered or certified mail, addressed as follows, unless notice of a change of address has subsequently been given in writing.

To CACI:

CACI International Inc
Attn: Equity Plan Manager
2nd Floor
1100 N. Glebe Road
Arlington, VA 22201

To Director (for Director's Completion):

[Name]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) written below.

CACI:

By:

[Name]

Date:

DIRECTOR:

[Name]

Date:

SSN:

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement (Form S-8) pertaining to the CACI International Inc 2006 Stock Incentive Plan, as amended, of our reports dated August 29, 2011, with respect to the consolidated financial statements and schedule of CACI International Inc, and the effectiveness of internal control over financial reporting of CACI International Inc, included in its Annual Report (Form 10-K) for the year ended June 30, 2011, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

McLean, Virginia
February 6, 2012