UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended June 30, 2012

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 001-31400

CACI International Inc

(Exact name of registrant as specified in its charter)

Delaware	**54-1345888**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1100 North Glebe Road, Arlington, VA 22201
(Address of principal executive offices)

(703) 841-7800
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ . No ☐ .

Indicate by check mark whether the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ . No ☒ .

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ . No ☐ .

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ . No ☐ .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Annual Report on Form 10-K or any amendment to this Annual Report on Form 10-K. ☒

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.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ . No ☒ .

The aggregate market value of common shares held by non-affiliates of the registrant on December 31, 2011 was $1,412,432,505, based upon the closing price of the registrant's common shares as quoted on the New York Stock Exchange composite tape on such date.

As of August 24, 2012, the registrant had 22,666,506 shares of common stock issued and outstanding.

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DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates by reference certain information from the registrant's proxy statement for its 2012 annual meeting of stockholders. With the exception of the sections of the 2012 Proxy Statement specifically incorporated herein by reference, the 2012 Proxy Statement is not deemed to be filed as part of this Annual Report on Form 10-K.

Unless the context indicates otherwise, the terms "we", "our", "the Company" and "CACI" as used in Parts I, II and III include CACI International Inc and its subsidiaries and joint ventures that are more than 50 percent owned or otherwise controlled by it. The term "the registrant" as used in Parts I, II and III refers to CACI International Inc only.

INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this document and in press releases, written statements or other documents filed with the United States (U.S.) Securities and Exchange Commission (SEC), or in the Company's communications and discussions through webcasts, telephone calls and conference calls, may not address historical facts and, therefore, could be interpreted to be "forward-looking statements" as that term is defined in the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including projections of financial performance; statements of plans, strategies and objectives of management for future operations; any statement concerning developments, performance or industry rankings relating to products or services; any statements regarding future economic conditions or performance; any statements of assumptions underlying any of the foregoing; and any other statements that address activities, events or developments that CACI intends, expects, projects, believes or anticipates will or may occur in the future. Forward-looking statements may be characterized by terminology such as "believe," "anticipate," "expect," "should," "intend," "plan," "will," "estimates," "projects," "strategy" and similar expressions. These statements are based on assumptions and assessments made by the Company's management in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors it believes to be appropriate. These forward-looking statements are subject to a number of risks and uncertainties that include but are not limited to the factors set forth under Item 1A, Risk Factors in this Annual Report on Form 10-K.

Any such forward-looking statements are not guarantees of future performance, and actual results, developments and business decisions may differ materially from those envisaged by such forward-looking statements. The forward-looking statements included herein speak only as of the date of this Annual Report on Form 10-K. The Company disclaims any duty to update such forward-looking statements, all of which are expressly qualified by the foregoing.

CACI International Inc

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PART I

Item 1. Business

Background

CACI International Inc was organized as a Delaware corporation under the name “CACI WORLDWIDE, INC.” on October 8, 1985. By a merger on June 2, 1986, the registrant became the parent of CACI, Inc., a Delaware corporation, and CACI N.V., a Netherlands corporation. Effective April 16, 2001, CACI, Inc. was merged into its wholly-owned subsidiary, CACI, INC.-FEDERAL, such that the registrant is now the corporate parent of CACI, INC.-FEDERAL, a Delaware corporation, and CACI N.V., a Netherlands corporation. The registrant is a holding company and its operations are conducted through subsidiaries, which are located in the U.S. and Europe, and a joint venture which is controlled by the registrant.

Our telephone number is (703) 841-7800 and our Internet page can be accessed at www.caci.com . We make our web site content available for information purposes only. It should not be relied upon for investment purposes, nor is it incorporated by reference into this Annual Report on Form 10-K.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act are made available free of charge on our Internet website at www.caci.com as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Documents filed by us with the SEC can also be viewed at www.sec.gov .

Overview

CACI founded its business in 1962 in simulation technology. With revenue for the year ended June 30, 2012 (FY2012) of $3.8 billion, we serve clients in the U.S. federal government and commercial markets, primarily throughout North America and internationally on behalf of U.S. customers, as well as in the United Kingdom (U.K.) and the Netherlands. We deliver information solutions and services to our clients. Through our service offerings, we provide comprehensive and practical solutions by adapting emerging technologies and continually evolving legacy strengths. As a result of our diverse capabilities and client mission understanding, many of our client relationships have existed for ten years or more.

Our reliable and high-quality services have enabled us to successfully compete for and win repeat business, sustain long-term client relationships and compete effectively for new clients and new contracts. We seek competitive business opportunities and have designed our operations to support major programs through centralized business development and business alliances. We have structured our business development organization to respond to the competitive marketplace, particularly within the federal government, and support that activity with full-time marketing, sales, communications, and proposal development specialists.

Our primary customers are agencies of the U.S. government. Our services are primarily targeted to the areas of defense, intelligence, homeland security and information technology (IT) modernization. The demand for our services, in large measure, is created by the increasingly complex network, systems and information environments in which governments and businesses operate, and by the need to stay current with emerging technology while increasing productivity and, ultimately, improving performance.

At June 30, 2012, CACI had approximately 14,500 employees.

Domestic Operations

Our domestic operations are conducted through a number of subsidiaries and a joint venture which we control, and account for 100 percent of our U.S. government revenue and 40.6 percent of our commercial revenue. Some of the contracts performed by our domestic operations involve assignment of employees to international locations. At June 30, 2012, approximately 800 employees were on assignments in international locations. We provide the following information solutions and services to our domestic clients:

- Enterprise IT solutions —We support our clients' critical networked operational missions by providing tailored, end-to-end, enterprise-wide information solutions and services for the design, development, integration, deployment, operations and management, sustainment, and security of our clients' infrastructure. Our operational, analytic, consultancy, and transformational services make effective use of leading-edge practices, standards, and innovations to enable and optimize the full lifecycle of the enterprise IT environment – improving the services, increasing the efficiency, and reducing the total cost and complexity of heterogeneous, networked, and geographically-dispersed operations. Our capabilities in network infrastructure design, deployment and management, data center design and management, cloud computing, virtualization, application development and hosting, mobility solutions, and advanced service desk management provide secure and efficient operational environments for our customers.
- Knowledge management solutions —We deliver a full spectrum of information solutions and services that automate the knowledge management lifecycle, from data capture through information analysis and understanding. We provide commercially-based products, custom solutions development, and operations and maintenance services that facilitate information access and sharing, foster innovation and learning, locate and leverage expertise, manage intellectual capital and assets, and help navigate from data to decision. Our information technology solutions are complemented by a suite of analytical expertise support offerings for our clients in the homeland security and intelligence communities, Department of Defense (DoD), Department of Justice (DoJ) and other federal agencies.
- Business systems solutions —We provide the full range of information solutions and services required to plan, manage, architect, develop, deploy, and sustain the complex, integrated system solutions that the DoD and federal civilian agencies need to accomplish their transformation goals and achieve ever-increasing efficiency and effectiveness in their mission functions and business operations. Working in the domains of procurement, financial management, human capital management, and logistics and supply chain management, we have implemented enterprise-level system solutions for over 100 federal agencies. From complex commercial-off-the-shelf enterprise resource planning integrations to custom service-oriented architecture-based solutions that address unique federal mission support needs, we bring disciplined industry best practices, advanced technology, and a deep understanding of federal processes and their unique compliance constraints.
- Logistics and material readiness solutions and services —We offer a full suite of solutions and service offerings that plan for, implement, and control the efficient, effective, and secure flow and storage of goods, services, and information in support of U.S. government agencies. We develop and manage logistics information systems, specialized simulation and modeling toolsets, and provide logistics engineering services. Our operational capabilities span the supply chain, including advanced logistics planning, demand forecasting, total asset visibility (including the use of Radio Frequency Identification technology), and life cycle support for weapons systems. Our logistics services are a critical enabler in support of defense readiness and combat sustainability objectives.
- ISR solutions and services —We provide a full-spectrum of Intelligence, Surveillance, and Reconnaissance (ISR) solutions and services in support of national defense, intelligence and homeland security missions. Our ISR solutions and services include systems engineering and integration, agile development and deployment and end-to-end life cycle planning and support services that enable complex, leading edge mission capabilities. We provide rapid-response services in support of military missions in a coordinated and controlled operational setting. We integrate sensors, intelligence information systems, data fusion and dissemination systems, and mission applications that connect with our clients' fixed and mobile networked sites.

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- Command and Control (C2) solutions and services —We provide a broad range of leading edge information solutions and services that enable our clients to effectively and efficiently conduct mission operations and achieve information dominance. Our C2 offerings support military, homeland security, law enforcement, border security, emergency response and disaster relief missions. Our capabilities integrate the inputs from mission applications and ISR systems to provide comprehensive situational awareness, visualization, and tools to collaboratively plan, rehearse, support decision making, mission delivery, execution and sustainment. We deliver state of the art secure enterprise solutions that leverage advances in commercial networking and information technology, open standards architecture, and advanced security offerings.
- Cyberspace solutions —Our information solutions and services support the full lifecycle of preparing for, protecting against, detecting, reacting to, and actively responding to the full range of cyber threats. We achieve this through comprehensive, consistently managed, risk-based, and cost-effective capabilities, controls, and measures to protect information, systems, and networks operated by the U.S. government. We proactively support information operations and the operational use and availability/reliability of information.
- Integrated security solutions —Our integrated security solutions and services support the U.S. and our international partners and allies in mitigating and countering the effects of natural, technological, and man-made hazards which are unrestrained by political and geographical boundaries, elements of national power, and international law. Our security services and technical solutions assist clients in the development, integration, and sustainment of graduated, flexible capabilities that anticipate and address asymmetric and irregular threats and vulnerabilities. Sought by domestic and international clients for our ability to provide customer value often restricted by silo-centric systems, our services address security policy; definition and capacity building; risk management; critical infrastructure protection; consequence management; critical event and incident preparedness; and training.
- Geospatial solutions —We support the collection, processing, exploitation, analysis and dissemination of geospatial information relating to Defense, Intelligence, Homeland Security, and commercial applications. We use imagery and other collected data from government and commercial sources to produce hardcopy and digital maps, and other value added enhanced imagery and 3-dimensional products. Our geospatial solutions employ advanced analytical training, focused tools and applications development, and feature database extraction and maintenance. We provide time-proven expertise in multi-source data analysis and conflation, diverse sensor exploitation, intelligence analysis, and geographic information system (GIS) integration and deployment. We offer mobile solutions and secure web-based data accessibility and subscription services on an enterprise scale.
- Investigation and litigation support solutions —We support government investigations and litigations in support of the DoJ with full service technology solutions. Using comprehensive training to carefully honed processes and procedures, we help attorneys acquire, organize, develop, control, and present evidence throughout the course of litigations, from pre-filing investigation, through complaint, discovery, and trial, to post-trial briefs, review, and appeals. Our portfolio of legal-support offerings includes: cloud hosting (on-line, evidentiary information management to rapidly enable data storage and accessibility); e-discovery consulting and support; data forensic extraction and analysis; document/data capture and processing; database development, population, and maintenance; pre-trial, trial and post-trial support; case management; training; claims management; and Freedom of Information Act (FOIA) support.
- Healthcare IT solutions —We meet the steadily accelerating demand for new healthcare strategies and technology required by government, industry, and patients. We assist the federal medical community in focusing on the patient, ensuring that systems and processes at the backbone of health organizations are running efficiently. We provide both functional subject matter expertise and health IT services to the Department of Veterans Affairs, the Department of Defense Military Health System, and the Department of Health and Human Services. Our capabilities include medical logistics and facility management, design, development and integration of healthcare information technology systems, including virtual electronic health records, information assurance, and security of personally identifiable information.

- Identity management solutions —We provide solutions that enable our clients to manage detect, and protect identities of individuals, entities, organizations, groups, nation states, networks, and associations in both the physical and digital worlds. Our solutions capitalize on our vast experience supporting the Intelligence Community, war fighters, and law enforcement in areas such as biometric collection and identification, human factors analysis, forensics, large-volume identity-related data exploitation and assessment, information management, and managed security services.
- Mobility solutions and services —Our mobility solutions and services provide end-to-end capability for the full lifecycle of mobility enablement, from development through sustainment. This includes a layered set of offerings within a framework that addresses back end provisioning through the cloud infrastructure through mission specific applications. We provide unique hardware and software mobility based solutions for the DoD, U.S. civilian agencies and the Intelligence Community. Our capabilities include end-to-end mobility architecture and design, cloud hosting, cloud provisioning and support, secure wireless transport, secure mobile device configuration and management of leading commercial smartphones and tablets, virtual desktops, and other mobile applications development, provisioning, delivery, and security vetting.
- Program management and system engineering and technical assistance (SETA) services —We support U.S. government Program Executive Offices and Program Management Offices via subject matter experts and comprehensive technical management processes that optimize program resources. This includes translating operational requirements into configured systems, integrating technical inputs, characterizing and managing risk, transitioning technology into program efforts, and verifying that designs meet operational needs, through the application of internationally recognized and accepted standards. Additionally, we provide SETA and advisory and assistance services that include contract and acquisition management, operations support, architecture and system engineering services, project and portfolio management, strategy and policy support, and complex trade analyses.

In developing solutions utilizing the technologies of each of these service offerings, we make extensive use of our wide array of modeling and simulation products and services, thereby enabling clients to visualize the impact of proposed changes or new technologies before implementation. Our simulation offerings address client needs in the areas of military training and war-gaming, logistics, manufacturing, wide area networks, including satellites and land lines, local area networks, the study of business processes, and the design of distributed computer systems architecture.

International Operations

Our international operations are conducted primarily through our operating subsidiaries in Europe, CACI Limited and CACI BV, and account for substantially all revenue generated from international clients and 59.4 percent of our commercial revenue. CACI’s European operations are headquartered in London, England, and operate primarily in support of our knowledge management solutions, business systems solutions, and enterprise IT solutions lines of business.

Our international service offerings focus primarily on planning, designing, implementing and managing solutions that resolve specific technical or business needs for commercial and government clients in the telecommunications, education, financial services, healthcare services, logistics planning, digital marketing, and web-based data capture and forms processing areas. Our international operations also concentrate on combining data and technology in software products and services that provide strategic information on customers, buying patterns and market trends for clients who are engaged in retail sales of consumer products, direct marketing campaigns, franchise or branch site location projects, and similar endeavors.

Competition

We operate in a highly competitive industry that includes many firms, some of which are larger in size and have greater financial resources than we do. We obtain much of our business on the basis of proposals submitted in response to requests from potential and current customers, who may also receive proposals from other firms. Additionally, we face indirect competition from certain government agencies that perform services for themselves similar to those marketed by us. We know of no single competitor that is dominant in our fields of technology. We have a relatively small share of the available worldwide market for our products and services and intend to achieve growth and increasing market share both organically and through strategic acquisitions.

Strengths and Strategy

We offer substantially our entire range of information solutions and services and proprietary products to defense, intelligence and civilian agencies of the U.S. government. Our work for U.S. government agencies may combine a wide range of skills drawn from our service, solutions and product offerings. We occasionally contract through both our domestic and international operations to supply services, solutions and/or products to governments of other nations. As with other government contractors, our business is subject to government client funding decisions and actions that are beyond our control.

Although we are a supplier of proprietary computer-based technology products and marketing systems products, we are not primarily focused on being a software product developer-distributor (see discussion following under “Patents, Trademarks, Trade Secrets and Licenses”).

Our international commercial client base consists primarily of large enterprises in the U.K. and the Netherlands. This market is the primary target of our proprietary marketing systems software and database products.

In order to effectively perform on our existing client contracts and secure new client contracts within the U.S. government, we must maintain expert knowledge of agency policies, operations and challenges. We combine this comprehensive knowledge with significant expertise in the design, integration, development and implementation of advanced information technology and communications solutions. This capability provides us with opportunities either to compete directly for, or to support other bidders in competition for, multi-million dollar and multi-year award contracts from the U.S. government.

We have strategic business relationships with a number of companies associated with the information technology industry. These strategic partners have business objectives compatible with ours and offer products and services that complement ours. We intend to continue development of these kinds of relationships wherever they support our growth objectives.

Our marketing and new business development is conducted by virtually all of our officers and managers including the Chief Executive Officer, executive officers, vice presidents, and division managers. We employ marketing professionals who identify and qualify major contract opportunities, primarily in the federal government market. Our proprietary software and marketing systems are sold primarily by full-time sales people. We also have established agreements for the resale of certain third party software and data products.

Much of our business is won through submission of formal competitive bids. Government and commercial clients typically base their decisions regarding contract awards on their assessment of the quality of past performance, responsiveness to proposal requirements, price, and other factors. Commercial bids are frequently negotiated as to terms and conditions for schedule, specifications, delivery and payment. The terms, conditions and form of contract of government bids, however, are in most cases specified by the client. In situations in which the client-imposed contract type and/or terms appear to expose us to inappropriate risk or do not offer us a sufficient financial return, we may seek alternate arrangements or opt not to bid for the work. Essentially all contracts with the U.S. government, and many contracts with other government entities, permit the government client to terminate the contract at any time for the convenience of the government or for default by the contractor. Although we operate under the risk that such terminations may occur and have a material impact on operations, such terminations have been rare and, generally, have not materially affected operations.

Our contracts and subcontracts are composed of a wide range of contract types, including firm fixed-price, cost reimbursement, time-and-materials (T&M), indefinite delivery/indefinite quantity (IDIQ) and government wide acquisition contracts (known as GWACS) such as General Services Administration (GSA) schedule contracts. By company policy, significant fixed-price contracts require the approval of at least two of our senior officers.

At any one time, we may have several thousand separate active contracts and/or task orders. In FY2012, the ten top revenue-producing contracts accounted for 43.6 percent of our revenue, or $1.6 billion.

In FY2012, 94.5 percent of our revenue came from U.S. government prime contracts or subcontracts consisting of 78.0 percent from DoD contracts and 16.5 percent from U.S. government civilian agency clients. The remaining 5.5 percent of revenue came from commercial businesses, both domestic and international, and state and local governments.

Industry Trends

The federal government is the largest consumer of information technology services and solutions in the United States. We believe that the following trends will impact the federal government's future spending on the types of services we provide:

- Federal government budget trends, pressures and opportunities
  - U.S. Fiscal Considerations —Weak tax revenues and spending programs, when combined with a weak economy, have produced historically high federal debt levels. The efforts to control deficits as well as last year's debt ceiling debate have compounded the need to reduce federal spending. These trends may limit funding of complex programs that have long payout periods.
  - Sequestration —If the Executive and Legislative branches are unable to reach a debt reduction consensus by the end of calendar year 2012, significant and equal reductions in both security and non-security spending will be automatically triggered and will take effect in January 2013. The ensuing period may include procurement delays and, in some cases, cancellations, as agencies re-program their budgets for the government's fiscal year (GFY) 2013. Alignment with national priorities and mission critical solutions may shield us from some, but not all, of the government's debt reduction initiatives.
- Most federal agencies are operating under a relatively normal GFY 2012 environment while anticipating changes emanating from the upcoming election and fiscal debate. Customers remain cautious about the continuation of funding and about initiating new program starts as GFY 2013 approaches. These concerns are causing procurement delays in the short term and are expected to impact us throughout the first half of our year ending June 30, 2013. However, over the longer term, the large market in which we operate continues to present many opportunities, both organic and acquired, for us to expand our presence in existing as well as new market segments.
- Apart from the specifics of the debt reduction resolution mentioned above, we anticipate that federal budgets will begin contracting in GFY 2013 and, barring unforeseen circumstances, we do not expect that this contraction will level off prior to at least GFY 2015.
- Macroeconomic and financial developments in the U.S., Europe and emerging markets will have a significant impact on U.S. Gross Domestic Product growth and, in turn, U.S. fiscal deficits for the foreseeable future. These circumstances also have the potential to affect stock prices, including ours, as investor enthusiasm may wane due to uncertainty in global markets.

- "Affordability" will be a key procurement parameter of all U.S. government federal programs for the foreseeable future. Successful government contractors will have to devise business models to accommodate the government's desire for affordability.
- Technology Market Drivers—The widespread use and the complexity of technology and applications will continue to rapidly evolve. There are four categories of the most significant technologies and application areas that we expect to drive the markets in which we participate. These categories are C4ISR, intelligence expertise, cyber solutions, and federal healthcare IT.
- Market Opportunities
  - Government Wide Market Opportunities —As federal government agencies seek to make spending reductions, opportunities to achieve cost reductions through improved operational efficiency will receive higher priority. Many IT initiatives emerging in both DoD and Office of Management and Budget (OMB) directed programs for civilian agencies are based on infrastructure consolidation and cost effective upgrades. These initiatives include infrastructure modernization, adoption of innovative commercial applications, and increased use of commercially provided infrastructure.

    We continue to expect to see a steady stream of funding for transformational activities that yield results in a shorter timeframe to maximize investments with more stable and predictable information system outcomes. As the amount of data and information grows, and persistent threats to our national security continue, the demands for applications will grow as well, putting a higher value on faster and more efficient/effective technologies. We expect this demand to result in an increasing need for rapid deployment of cyber solutions, cloud computing, and mobile applications. An additional area of cyber emphasis is the security of the supply chain. While technology provides part of the answer, the integration of processes and personnel using forward-looking systems and sound architectures is more likely to provide cost savings and performance efficiencies.
  - National Security Market Opportunities
    - Counterterrorism, counter proliferation, cyber security, and counterintelligence are at the immediate forefront of U.S. security concerns and they are all inextricably linked. Additionally, man-made and natural disasters are routinely addressed by applying the military and civilian resources of the U.S.
    - The world is increasingly interconnected and interdependent. Instability can arise quickly and spread rapidly beyond borders. This phenomenon is readily apparent in events in the Pacific Rim, the Middle East and North Africa. As the U.S. reduces its conventional defense forces, as expected, the need for intelligence and surveillance of potential adversaries of all types will continue or grow.
    - The Middle East will continue to be unstable even as U.S. national security organizations are executing a strategic shift toward Asia-Pacific. This shift will create opportunities as well as threats as the contractor community adapts to the changing needs of Defense, Intelligence, Homeland Security, State, and U.S. partners.
    - Funding to support the use of military and intelligence assets, particularly special operating forces, to combat these threats is not likely to change dramatically. There is little pressure to declare a "peace dividend". While we expect that supplemental funding will ultimately decline, we do not expect it to materially impact our work with our Defense, Intelligence and Homeland Security customers. The base budgets and the government's dependence on contractors should continue to produce opportunities for us.
    - Logistics and force protection operations will continue. We anticipate a continuing need to re-set and modernize equipment and infrastructure as forces return from deployments.

- Non-Security Market Opportunities
  - The intersection of law enforcement and intelligence is expected to continue to create opportunities in support of the Departments of Homeland Security, Justice, and State.
  - The intersection of compatible needs between the Veteran's Administration and the DoD should continue to fuel opportunities related to healthcare IT.

- Federal Acquisition Policy—The government has continued to change the manner in which it purchases goods and services. We believe the following aspects of this are most relevant to us.
  - The increased emphasis on the use of low priced, technically acceptable proposal evaluations represents a challenge to maintain value added differentiation to our solutions.
  - The use of T&M and sole-source contracts are now greatly reduced. The use of award fees is diminishing. In addition, more scrutiny is being placed on the amount of fee bid on cost reimbursable type contracts. Better requirements definition and value based solutions should allow for more fixed price contracts where the contractor assumes more of the risk. Our fixed priced risk review process and emphasis on qualified program managers should allow us to understand the risks and maintain margins. For cost reimbursable contracts, we may experience pricing pressures. Pricing is taking on an increasing role in best value determinations with more detailed pricing oversight.
  - Increased engagement by competition advocates maximizes the use of multiple-source, continuously competitive contracts.
  - Fees for subcontract management are being limited to reflect actual value provided, i.e., risk assumed by prime and continuous subcontractor risk reduction.
  - In many cases, periods of performance on task orders are being limited to two years and periods of performance for contracts are being limited to four years. Waivers are often required for contract ceilings above $100 million.
  - Size thresholds for small business have been revised upward to include businesses that exceed the current revenue thresholds.
- Oversight at the Congressional level and audit scrutiny at the agency level have increased with the increased use of government contractors since 2001. Some high profile cases of alleged and proven contractor fraud and abuse has placed greater emphasis on making programs transparent to avoid overspending and to focus on performance and best value. Added program oversight and transparency often delay procurements while the government evaluates program performance. Further, companies have increased costs associated with audits of business management systems. While delays are inevitable, and often costly, we believe they will result in better requirements definition, greater demand for stronger value-based solutions/services, and the diversion of spending from poorly performing areas to well performing areas.
- We continue to experience a number of protests of contracts awarded to us, especially those involving large, multiple award, IDIQ contracts. The protest process causes delays in awarding contracts, and sometimes task orders, affecting our backlog and revenue. However, once awarded, these multiple award IDIQ contracts allow the government to issue task order requests to a selected group of qualified companies and, often, more rapidly award task orders.
- Many of our federal government contracts require us to have security clearances and employ personnel with specific levels of education and work experience. Depending on the level, security clearances can be difficult and time-consuming to obtain, and competition for skilled personnel in the information technology services industry is intense.

- As budgets are diverted from weapons systems platforms to system upgrades and services for the warfighter, increasing competitive pressures from large aerospace firms and traditional original equipment manufacturing companies are anticipated. We expect to continue to build scalable capabilities and functional solutions, to exhibit superior responsiveness and flexibility, and to selectively acquire companies whose presence will yield competitive advantage in targeted accounts.
- A major national security or economic event could disrupt the opportunity pipeline. To mitigate this risk, we will continue to focus on enduring needs in both the mission and mission-enabling areas. These enduring needs are likely to be candidates for growth and programmatic emphasis.

Recent Significant Acquisitions

During the past three fiscal years, we completed a total of eleven acquisitions, seven in the U.S. and four in the U.K. including:

- The October 3, 2011 acquisition of Advanced Programs Group, LLC, a provider of Oracle e-Business Services to the U.S. government, for $66.0 million.
- The September 1, 2011 acquisition of Paradigm Solutions Corporation, a provider of cybersecurity and enterprise IT solutions to clients in federal civilian agencies, the DoD, and the Intelligence Community, for $61.5 million.
- The July 1, 2011 acquisition of Pangia Technologies, LLC, a software engineering services company that provides technical solutions in the areas of computer network operations, information assurance, mission systems, software and systems engineering, and IT infrastructure support, for $41.0 million.
- The November 2010 acquisition of Applied Systems Research, Inc., a provider of technical services and products to the U.S. government, for $25.1 million.
- The November 2010 acquisition of TechniGraphics, Inc., a provider of imaging and geospatial services to the U.S. government, for $104.6 million.
- The February 2010 acquisition of SystemWare Incorporated, which provides signal acquisition and analysis systems for cyber security and counterintelligence application, for $23.6 million.
- The October 2009 acquisition of a business in the United States which provides commercial security technology services, for $78.3 million.

Seasonal Nature of Business

Our business in general is not seasonal, although the summer and holiday seasons affect our revenue because of the impact of holidays and vacations on our labor and on product and service sales by our international operations. Variations in our business also may occur at the expiration of major contracts until such contracts are renewed or new business obtained.

The U.S. government’s fiscal year ends on September 30 of each year. It is not uncommon for government agencies to award extra tasks or complete other contract actions in the weeks before the end of a fiscal year in order to avoid the loss of unexpended funds. Moreover, in years when the U.S. government does not complete the budget process for the next fiscal year before the end of September, government operations whose appropriations legislation has not been signed into law are funded under a continuing resolution that authorizes them to continue to operate, but traditionally does not authorize new spending initiatives.

CACI Employment and Benefits

Our employees are our most valuable resource. We are in continuing competition for highly skilled professionals in virtually all of our business areas. The success and growth of our business is significantly correlated with our ability to recruit, train, promote and retain high quality people at all levels of the organization. For these reasons, we endeavor to maintain competitive salary structures, incentive compensation programs, fringe benefits, opportunities for growth, and individual recognition and award programs. Fringe benefits are generally consistent across our subsidiaries, and include paid vacations, sick leave and holidays; medical, dental, disability and life insurance; tuition reimbursement for job-related education and training; and other benefits under various retirement savings and stock purchase plans.

We have published policies that set high standards for the conduct of our business. We require all of our employees, independent contractors working on client engagements, officers, and directors annually to execute and affirm to the code of ethics applicable to their activities. In addition, we require annual ethics and compliance training for all of our employees to provide them with the knowledge necessary to maintain our high standards of ethics and compliance.

Patents, Trademarks, Trade Secrets and Licenses

We own 11 patents and patent applications in the United States. While we believe our patents are valid, we do not consider that our business is dependent on patent protection in any material way. We claim copyright, trademark and other proprietary rights in a variety of intellectual property, including each of our proprietary computer software and data products and the related documentation. We presently own 22 registered trademarks and service marks and applications in the U.S. and 36 registered trademarks and service marks in other countries, primarily the U.K. All of our registered trademarks and service marks may be renewed indefinitely. In addition, we assert copyrights in essentially all of our electronic and hard copy publications, our proprietary software and data products and in software produced at the expense of the U.S. government, which rights can be maintained for up to 75 years. Because most of our business involves providing services to government entities, our operations generally are not substantially dependent upon obtaining and/or maintaining copyright or trademark protections, although our operations make use of such protections and benefit from them as discriminators in competition. We are also a party to agreements that give us the right to distribute computer software, data and other products owned by other companies, and to receive income from such distribution. As a systems integrator, it is important that we maintain access to software, data and products supplied by such third parties, but we generally have experienced little difficulty in doing so. The durations of such agreements vary according to the terms of the agreements themselves.

We maintain a number of trade secrets that contribute to our success and competitive distinction and endeavor to accord such trade secrets protection adequate to ensure their continuing availability to us. From time to time, we are required to assert our rights against former employees or other third parties who attempt to misappropriate our trade secrets and confidential information for their own personal or professional gain. We take such matters seriously and pursue claims against such individuals to the extent necessary to adequately protect our rights. While retaining protection of our trade secrets and vital confidential information is important, we are not materially dependent on maintenance of a specific trade secret.

Backlog

Our backlog as of June 30, 2012, which consists primarily of contracts with the U.S. government, was $7.2 billion, of which $2.0 billion was for funded orders. Total backlog as of June 30, 2011 was $6.8 billion. We presently anticipate, based on current revenue projections, that the majority of the funded backlog as of June 30, 2012 will result in revenue during the fiscal year ending June 30, 2013.

Our backlog represents the aggregate contract revenue we estimate will be earned over the remaining life of our contracts. We include in estimated remaining contract value only the contract revenue we expect to earn over the remaining term of the contract, even in cases where more than one company is awarded work under a given contract. Funded backlog is based upon amounts appropriated by a customer for payment for goods and services and as the U.S. government operates under annual appropriations, agencies of the U.S. government generally fund contracts on an incremental basis. As a result, the majority of our estimated remaining contract value is not funded backlog. The estimates used to compile remaining contract value are based on our experience under contracts, and we believe the estimates are reasonable. However, there can be no assurance that existing contracts will result in earned revenue in any future period or at all.

Business Segments, Foreign Operations, and Major Customers

Additional business segment, foreign operations and major customer information is provided in our Consolidated Financial Statements contained in this Report. In particular, see Note 16, Business Segment, Customer and Geographic Information, in the Notes to Consolidated Financial Statements contained in this Annual Report on Form 10-K.

Revenue by Contract Type

The following information is provided on the amounts of our revenue attributable to cost reimbursable contracts, firm fixed-price contracts (including proprietary software product sales) and T&M contracts during each of the last three fiscal years:

	Year ended June 30,					
	2012		2011		2010	
	(dollars in thousands)					
Cost reimbursable	$1,659,764	44.0%	$1,277,326	35.7%	$1,033,480	32.8%
Firm fixed-price	1,057,663	28.0	877,270	24.5	648,095	20.6
Time and materials	1,057,046	28.0	1,423,184	39.8	1,467,556	46.6
Total	$3,774,473	100.0%	$3,577,780	100.0%	$3,149,131	100.0%

Item 1A. Risk Factors

You should carefully consider the risks and uncertainties described below, together with the information included elsewhere in this Annual Report on Form 10-K and other documents we file with the SEC. The risks and uncertainties described below are those that we have identified as material, but are not the only risks and uncertainties facing us. Our business is also subject to general risks and uncertainties that affect many other companies, such as overall U.S. and non-U.S. economic and industry conditions including a global economic slowdown, geopolitical events, changes in laws or accounting rules, fluctuations in interest and exchange rates, terrorism, international conflicts, major health concerns, natural disasters or other disruptions of expected economic and business conditions. Additional risks and uncertainties not currently known to us or that we currently believe are immaterial also may impair our business operations and liquidity.

We depend on contracts with the federal government for a substantial majority of our revenue, and our business could be seriously harmed if the government significantly decreased or ceased doing business with us.

We derived 94.5 percent of our total revenue in FY2012 and 94.9 percent of our total revenue in FY2011 from federal government contracts, either as a prime contractor or a subcontractor. We derived 78.0 percent of our total revenue in FY2012 and 79.9 percent of our total revenue in FY2011 from contracts with agencies of the DoD. We expect that federal government contracts will continue to be the primary source of our revenue for the foreseeable future. If we were suspended or debarred from contracting with the federal government generally, the General Services Administration, or any significant agency in the intelligence community or the DoD, or if our reputation or relationship with government agencies were to be impaired, or if the government otherwise ceased doing business with us or significantly decreased the amount of business it does with us, our business, prospects, financial condition and operating results could be materially and adversely affected.

Our business could be adversely affected by delays caused by our competitors protesting major contract awards received by us, resulting in the delay of the initiation of work.

It can take many months to resolve protests by one or more of our competitors of contract awards we receive. The resulting delay in the start up and funding of the work under these contracts may cause our actual results to differ materially and adversely from those anticipated.

Our business could be adversely affected by changes in budgetary priorities of the federal government.

Because we derive a substantial majority of our revenue from contracts with the federal government, we believe that the success and development of our business will continue to depend on our successful participation in federal government contract programs. Changes in federal government budgetary priorities could directly affect our financial performance. A significant decline in government expenditures, a shift of expenditures away from programs that we support or a change in federal government contracting policies could cause federal government agencies to reduce their purchases under contracts, to exercise their right to terminate contracts at any time without penalty or not to exercise options to renew contracts.

During 2011, the federal government was unable to reach agreement on budget reduction measures required by the Budget Control Act of 2011 (Budget Act) passed by Congress. Unless Congress and the Administration take further action, the Budget Act will trigger automatic reductions in both defense and discretionary spending in January 2013. While the impact of sequestration is yet to be determined, automatic across-the-board cuts would approximately double the $487 billion top-line reduction already reflected in the defense funding over a ten-year period, with a $52 billion reduction occurring in the government’s fiscal year 2013. The resulting automatic across-the-board budget cuts in sequestration could have significant consequences to our business and industry. In December 2011, Congress passed an omnibus appropriations act for fiscal year 2012 to finance all federal government activities through September 30, 2012, the end of its fiscal year. This full year method of financing eliminated much of the uncertainty and inefficiency in procurement of products and services that characterized the government’s first quarter of fiscal year 2012 when the operations of the federal government were financed through a series of continuing resolution temporary funding measures.

In years when Congress does not complete its budget process before the end of its fiscal year (September 30), government operations are funded through a continuing resolution (CR) that temporarily funds federal agencies. Recent CRs have generally provided funding at the levels provided in the previous fiscal year and have not authorized new spending initiatives. When the federal government operates under a CR, delays can occur in the procurement of products and services. Historically, such delays have not had a material effect on our business; however, should funding of the federal government by CR be prolonged or extended through the entire government 2013 fiscal year, and sequestration take place in January 2013 as part of the implementation of the Budget Act, it could have significant consequences to our business and our industry. At times, we may continue to work without funding, and use our funds, in order to meet our customer’s desired delivery dates for products or services. It is uncertain at this time which of our programs’ funding could be reduced in future years or whether new legislation will be passed by Congress in the next fiscal year that could result in additional or alternative funding cuts.

Additionally, our business could be seriously affected if the demand for and priority of funding for combat operations in Afghanistan decreases which may reduce the demand for our services on contracts supporting some operations and maintenance activities in the DoD or if we experience an increase in set-asides for small businesses, which could result in our inability to compete directly for prime contracts.

Our federal government contracts may be terminated by the government at any time and may contain other provisions permitting the government not to continue with contract performance, and if lost contracts are not replaced, our operating results may differ materially and adversely from those anticipated.

We derive substantially all of our revenue from federal government contracts that typically span one or more base years and one or more option years. The option periods typically cover more than half of the contract’s potential duration. Federal government agencies generally have the right not to exercise these option periods. In addition, our contracts typically also contain provisions permitting a government client to terminate the contract for its convenience. A decision not to exercise option periods or to terminate contracts for convenience could result in significant revenue shortfalls from those anticipated.

Federal government contracts contain numerous provisions that are unfavorable to us.

Federal government contracts contain provisions and are subject to laws and regulations that give the government rights and remedies, some of which are not typically found in commercial contracts, including allowing the government to:

- cancel multi-year contracts and related orders if funds for contract performance for any subsequent year become unavailable;
- claim rights in systems and software developed by us;
- suspend or debar us from doing business with the federal government or with a governmental agency;
- impose fines and penalties and subject us to criminal prosecution; and
- control or prohibit the export of our data and technology.

If the government terminates a contract for convenience, we may recover only our incurred or committed costs, settlement expenses and profit on work completed prior to the termination. If the government terminates a contract for default, we may be unable to recover even those amounts, and instead may be liable for excess costs incurred by the government in procuring undelivered items and services from another source. Depending on the value of a contract, such termination could cause our actual results to differ materially and adversely from those anticipated. Certain contracts also contain organizational conflict of interest (OCI) clauses that limit our ability to compete for or perform certain other contracts. OCIs arise any time we engage in activities that (i) make us unable or potentially unable to render impartial assistance or advice to the government; (ii) impair or might impair our objectivity in performing contract work; or (iii) provide us with an unfair competitive advantage. For example, when we work on the design of a particular system, we may be precluded from competing for the contract to develop and install that system. Depending upon the value of the matters affected, an OCI issue that precludes our participation in or performance of a program or contract could cause our actual results to differ materially and adversely from those anticipated.

As is common with government contractors, we have experienced and continue to experience occasional performance issues under certain of our contracts. Depending upon the value of the matters affected, a performance problem that impacts our performance of a program or contract could cause our actual results to differ materially and adversely from those anticipated.

If we fail to establish and maintain important relationships with government entities and agencies, our ability to successfully bid for new business may be adversely affected.

To facilitate our ability to prepare bids for new business, we rely in part on establishing and maintaining relationships with officials of various government entities and agencies. These relationships enable us to provide informal input and advice to government entities and agencies prior to the development of a formal bid. We may be unable to successfully maintain our relationships with government entities and agencies, and any failure to do so may adversely affect our ability to bid successfully for new business and could cause our actual results to differ materially and adversely from those anticipated.

We derive significant revenue from contracts and task orders awarded through a competitive bidding process. If we are unable to consistently win new awards over any extended period, our business and prospects will be adversely affected.

Substantially all of our contracts and task orders with the federal government are awarded through a competitive bidding process. We expect that much of the business that we will seek in the foreseeable future will continue to be awarded through competitive bidding. Budgetary pressures and changes in the procurement process have caused many government clients to increasingly purchase goods and services through IDIQ contracts, GSA schedule contracts and other government-wide acquisition contracts. These contracts, some of which are awarded to multiple contractors, have increased competition and pricing pressure, requiring that we make sustained post-award efforts to realize revenue under each such contract. In addition, in consideration of the practice of agencies awarding work under such contracts that is arguably outside the intended scope of the contracts, both the GSA and the DoD have initiated programs aimed to ensure that all work fits properly within the scope of the contract under which it is awarded. The net effect of such programs may reduce the number of bidding opportunities available to us. Moreover, even if we are highly qualified to work on a particular new contract, we might not be awarded business because of the federal government's policy and practice of maintaining a diverse contracting base.

This competitive bidding process presents a number of risks, including the following:

- we bid on programs before the completion of their design, which may result in unforeseen technological difficulties and cost overruns;
- we expend substantial cost and managerial time and effort to prepare bids and proposals for contracts that we may not win;
- we may be unable to estimate accurately the resources and cost structure that will be required to service any contract we win; and
- we may encounter expense and delay if our competitors protest or challenge awards of contracts to us in competitive bidding, and any such protest or challenge could result in the resubmission of bids on modified specifications, or in the termination, reduction or modification of the awarded contract.

If we are unable to win particular contracts, we may be prevented from providing to clients services that are purchased under those contracts for a number of years. If we are unable to consistently win new contract awards over any extended period, our business and prospects will be adversely affected and that could cause our actual results to differ materially and adversely from those anticipated. In addition, upon the expiration of a contract, if the client requires further services of the type provided by the contract, there is frequently a competitive rebidding process. There can be no assurance that we will win any particular bid, or that we will be able to replace business lost upon expiration or completion of a contract, and the termination or non-renewal of any of our significant contracts could cause our actual results to differ materially and adversely from those anticipated.

Our business may suffer if we or our employees are unable to obtain the security clearances or other qualifications we and they need to perform services for our clients.

Many of our federal government contracts require us to have security clearances and employ personnel with specified levels of education, work experience and security clearances. Depending on the level of clearance, security clearances can be difficult and time-consuming to obtain. If we or our employees lose or are unable to obtain necessary security clearances, we may not be able to win new business and our existing clients could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue anticipated from the contract, which could cause our results to differ materially and adversely from those anticipated.

We must comply with a variety of laws and regulations, and our failure to comply could cause our actual results to differ materially from those anticipated.

We must observe laws and regulations relating to the formation, administration and performance of federal government contracts which affect how we do business with our clients and may impose added costs on our business. For example, the Federal Acquisition Regulation and the industrial security regulations of the DoD and related laws include provisions that:

- allow our federal government clients to terminate or not renew our contracts if we come under foreign ownership, control or influence;

- require us to divest work if an OCI related to such work cannot be mitigated to the government's satisfaction;
- require us to disclose and certify cost and pricing data in connection with contract negotiations; and
- require us to prevent unauthorized access to classified information.

Our failure to comply with these or other laws and regulations could result in contract termination, loss of security clearances, suspension or debarment from contracting with the federal government, civil fines and damages and criminal prosecution and penalties, any of which could cause our actual results to differ materially and adversely from those anticipated.

The federal government may change its procurement or other practices in a manner adverse to us.

The federal government may change its procurement practices, such as in proposed acquisition reforms, or adopt new contracting rules and regulations, such as cost accounting standards. It could also adopt new contracting methods relating to GSA contracts or other government-wide contracts, or adopt new socio-economic requirements. In all such cases, there is uncertainty surrounding the changes and what actual impacts they may have on contractors. These changes could impair our ability to obtain new contracts or win re-competed contracts. Any new contracting methods could be costly or administratively difficult for us to satisfy and, as a result, could cause actual results to differ materially and adversely from those anticipated.

Restrictions on or other changes to the federal government's use of service contracts may harm our operating results.

We derive a significant amount of revenue from service contracts with the federal government. The government may face restrictions from new legislation, regulations or government union pressures, on the nature and amount of services the government may obtain from private contractors (i.e., insourcing versus outsourcing). Any reduction in the government's use of private contractors to provide federal services could cause our actual results to differ materially and adversely from those anticipated.

Our contracts and administrative processes and systems are subject to audits and cost adjustments by the federal government, which could reduce our revenue, disrupt our business or otherwise adversely affect our results of operations.

Federal government agencies, including the Defense Contract Audit Agency (DCAA), routinely audit and investigate government contracts and government contractors' administrative processes and systems. These agencies review our performance on contracts, pricing practices, cost structure and compliance with applicable laws, regulations and standards. They also review our compliance with government regulations and policies and the adequacy of our internal control systems and policies, including our purchasing, accounting, estimating, compensation and management information processes and systems. Any costs found to be improperly allocated to a specific contract will not be reimbursed, and any such costs already reimbursed must be refunded and certain penalties may be imposed. Moreover, if any of the administrative processes and systems is found not to comply with requirements, we may be subjected to increased government scrutiny and approval that could delay or otherwise adversely affect our ability to compete for or perform contracts or collect our revenue in a timely manner. Therefore, an unfavorable outcome of an audit by the DCAA or another government agency could cause actual results to differ materially and adversely from those anticipated. If a government investigation uncovers improper or illegal activities, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeitures of profits, suspension of payments, fines and suspension or debarment from doing business with the federal government. In addition, we could suffer serious reputational harm if allegations of impropriety were made against us. Each of these results could cause actual results to differ materially and adversely from those anticipated. DCAA audits for costs incurred on work performed after June 30, 2005 have not yet been completed. In addition, DCAA audits for costs incurred by our recent acquisitions for certain periods prior to acquisition have not yet been completed. We do not know the outcome of any existing or future audits and if any future audit adjustments significantly exceed our estimates our profitability could be adversely affected.

Failure to maintain strong relationships with other contractors could result in a decline in our revenue.

We derive substantial revenue from contracts in which we act as a subcontractor or from teaming arrangements in which we and other contractors bid on particular contracts or programs. As a subcontractor or teammate, we often lack control over fulfillment of a contract, and poor performance on the contract could impact our customer relationship, even when we perform as required. We expect to continue to depend on relationships with other contractors for a portion of our revenue in the foreseeable future. Moreover, our revenue and operating results could differ materially and adversely from those anticipated if any prime contractor or teammate chose to offer directly to the client services of the type that we provide or if they team with other companies to provide those services.

We may not receive the full amounts authorized under the contracts included in our backlog, which could reduce our revenue in future periods below the levels anticipated.

Our backlog consists of funded backlog, which is based on amounts actually committed by a client for payment for goods and services, and unfunded backlog, which is based upon management’s estimate of the future potential of our existing contracts and task orders, including options, to generate revenue. Our backlog may not result in actual revenue in any particular period, or at all, which could cause our actual results to differ materially and adversely from those anticipated.

The maximum contract value specified under a government contract or task order awarded to us is not necessarily indicative of the revenue that we will realize under that contract. For example, we derive a substantial portion of our revenue from government contracts in which we are not the sole provider, meaning that the government could turn to other companies to fulfill the contract. We also derive revenue from IDIQ contracts, which do not require the government to purchase a pre-determined amount of goods or services under the contract. Action by the government to obtain support from other contractors or failure of the government to order the quantity of work anticipated could cause our actual results to differ materially and adversely from those anticipated.

Without additional Congressional appropriations, some of the contracts included in our backlog will remain unfunded, which could significantly harm our prospects.

Although many of our federal government contracts require performance over a period of years, Congress often appropriates funds for these contracts for only one year at a time. As a result, our contracts typically are only partially funded at any point during their term, and all or some of the work intended to be performed under the contracts will remain unfunded pending subsequent Congressional appropriations and the obligation of additional funds to the contract by the procuring agency. Nevertheless, we estimate our share of the contract values, including values based on the assumed exercise of options relating to these contracts, in calculating the amount of our backlog. Because we may not receive the full amount we expect under a contract, our estimate of our backlog may be inaccurate and we may generate results that differ materially and adversely from those anticipated.

Employee misconduct, including security breaches, could result in the loss of clients and our suspension or debarment from contracting with the federal government.

We may be unable to prevent our employees from engaging in misconduct, fraud or other improper activities that could adversely affect our business and reputation. Misconduct could include the failure to comply with federal government procurement regulations, regulations regarding the protection of classified information and legislation regarding the pricing of labor and other costs in government contracts. Many of the systems we develop involve managing and protecting information involved in national security and other sensitive government functions. A security breach in one of these systems could prevent us from having access to such critically sensitive systems. Other examples of employee misconduct could include time card fraud and violations of the Anti-Kickback Act. The precautions we take to prevent and detect this activity may not be effective, and we could face unknown risks or losses. As a result of employee misconduct, we could face fines and penalties, loss of security clearance and suspension or debarment from contracting with the federal government, which could cause our actual results to differ materially and adversely from those anticipated.

Our failure to attract and retain qualified employees, including our senior management team, could adversely affect our business.

Our continued success depends to a substantial degree on our ability to recruit and retain the technically skilled personnel we need to serve our clients effectively. Our business involves the development of tailored solutions for our clients, a process that relies heavily upon the expertise and services of our employees. Accordingly, our employees are our most valuable resource. Competition for skilled personnel in the information technology services industry is intense, and technology service companies often experience high attrition among their skilled employees. There is a shortage of people capable of filling these positions and they are likely to remain a limited resource for the foreseeable future. Recruiting and training these personnel require substantial resources. Our failure to attract and retain technical personnel could increase our costs of performing our contractual obligations, reduce our ability to efficiently satisfy our clients' needs, limit our ability to win new business and cause our actual results to differ materially and adversely from those anticipated.

In addition to attracting and retaining qualified technical personnel, we believe that our success will depend on the continued employment of our senior management team and its ability to generate new business and execute projects successfully. Our senior management team is very important to our business because personal reputations and individual business relationships are a critical element of obtaining and maintaining client engagements in our industry, particularly with agencies performing classified operations. The loss of any of our senior executives could cause us to lose client relationships or new business opportunities, which could cause actual results to differ materially and adversely from those anticipated.

Our markets are highly competitive, and many of the companies we compete against have substantially greater resources.

The markets in which we operate include a large number of participants and are highly competitive. Many of our competitors may compete more effectively than we can because they are larger, better financed and better known companies than we are. In order to stay competitive in our industry, we must also keep pace with changing technologies and client preferences. If we are unable to differentiate our services from those of our competitors, our revenue may decline. In addition, our competitors have established relationships among themselves or with third parties to increase their ability to address client needs. As a result, new competitors or alliances among competitors may emerge and compete more effectively than we can. There is also a significant industry trend towards consolidation, which may result in the emergence of companies which are better able to compete against us. The results of these competitive pressures could cause our actual results to differ materially and adversely from those anticipated.

Our quarterly revenue and operating results could be volatile due to the unpredictability of the federal government's budgeting process and policy priorities.

Our quarterly revenue and operating results may fluctuate significantly and unpredictably in the future. In particular, if the federal government does not adopt, or delays adoption of, a budget for each fiscal year beginning on October 1, or fails to pass a continuing resolution, federal agencies may be forced to suspend our contracts and delay the award of new and follow-on contracts and orders due to a lack of funding. Further, the rate at which the federal government procures technology may be negatively affected following changes in presidential administrations and senior government officials. Therefore, period-to-period comparisons of our operating results may not be a good indication of our future performance.

Our quarterly operating results may not meet the expectations of securities analysts or investors, which in turn may have an adverse effect on the market price of our common stock.

We may lose money or generate less than anticipated profits if we do not accurately estimate the cost of an engagement which is conducted on a fixed-price basis.

We perform a portion of our engagements on a variety of fixed-price contract vehicles. We derived 28.0 percent of our total revenue in FY2012 and 24.5 percent of our total revenue in FY2011 from fixed-price contracts. Fixed-price contracts require us to price our contracts by predicting our expenditures in advance. In addition, some of our engagements obligate us to provide ongoing maintenance and other supporting or ancillary services on a fixed-price basis or with limitations on our ability to increase prices. Many of our engagements are also on a T&M basis. While these types of contracts are generally subject to less uncertainty than fixed-price contracts, to the extent that our actual labor costs are higher than the contract rates, our actual results could differ materially and adversely from those anticipated.

When making proposals for engagements on a fixed-price basis, we rely on our estimates of costs and timing for completing the projects. These estimates reflect our best judgment regarding our capability to complete the task efficiently. Any increased or unexpected costs or unanticipated delays in connection with the performance of fixed-price contracts, including delays caused by factors outside our control, could make these contracts less profitable or unprofitable. From time to time, unexpected costs and unanticipated delays have caused us to incur losses on fixed-price contracts, primarily in connection with state government clients. On rare occasions, these losses have been significant. In the event that we encounter such problems in the future, our actual results could differ materially and adversely from those anticipated.

Our earnings and margins may vary based on the mix of our contracts and programs.

At June 30, 2012, our backlog included cost reimbursable, T&M and fixed-price contracts. Cost reimbursable and T&M contracts generally have lower profit margins than fixed-price contracts. Our earnings and margins may vary materially and adversely depending on the types of long-term government contracts undertaken, the costs incurred in their performance, the achievement of other performance objectives and the stage of performance at which the right to receive fees, particularly under incentive and award fee contracts, is finally determined.

Systems failures may disrupt our business and have an adverse effect on our results of operations.

Any systems failures, including network, software or hardware failures, whether caused by us, a third party service provider, unauthorized intruders and hackers, computer viruses, natural disasters, power shortages or terrorist attacks, could cause loss of data or interruptions or delays in our business or that of our clients. In addition, the failure or disruption of our mail, communications or utilities could cause us to interrupt or suspend our operations or otherwise harm our business. Our property and business interruption insurance may be inadequate to compensate us for all losses that may occur as a result of any system or operational failure or disruption and, as a result, our actual results could differ materially and adversely from those anticipated.

The systems and networks that we maintain for our clients, although highly redundant in their design, could also fail. If a system or network we maintain were to fail or experience service interruptions, we might experience loss of revenue or face claims for damages or contract termination. Our errors and omissions liability insurance may be inadequate to compensate us for all the damages that we might incur and, as a result, our actual results could differ materially and adversely from those anticipated.

We may have difficulty identifying and executing acquisitions on favorable terms and therefore may grow at slower than anticipated rates.

One of our key growth strategies has been to selectively pursue acquisitions. Through acquisitions, we have expanded our base of federal government clients, increased the range of solutions we offer to our clients and deepened our penetration of existing markets and clients. We may encounter difficulty identifying and executing suitable acquisitions. To the extent that management is involved in identifying acquisition opportunities or integrating new acquisitions into our business, our management may be diverted from operating our core business. Without acquisitions, we may not grow as rapidly as the market expects, which could cause our actual results to differ materially and adversely from those anticipated. We may encounter other risks in executing our acquisition strategy, including:

- increased competition for acquisitions may increase the costs of our acquisitions;
- our failure to discover material liabilities during the due diligence process, including the failure of prior owners of any acquired businesses or their employees to comply with applicable laws or regulations, such as the Federal Acquisition Regulation and health, safety and environmental laws, or their failure to fulfill their contractual obligations to the federal government or other customers; and
- acquisition financing may not be available on reasonable terms or at all.

Each of these types of risks could cause our actual results to differ materially and adversely from those anticipated.

We may have difficulty integrating the operations of any companies we acquire, which could cause actual results to differ materially and adversely from those anticipated.

The success of our acquisition strategy will depend upon our ability to continue to successfully integrate any businesses we may acquire in the future. The integration of these businesses into our operations may result in unforeseen operating difficulties, absorb significant management attention and require significant financial resources that would otherwise be available for the ongoing development of our business. These integration difficulties include the integration of personnel with disparate business backgrounds, the transition to new information systems, coordination of geographically dispersed organizations, loss of key employees of acquired companies, and reconciliation of different corporate cultures. For these or other reasons, we may be unable to retain key clients of acquired companies. Moreover, any acquired business may fail to generate the revenue or net income we expected or produce the efficiencies or cost-savings we anticipated. Any of these outcomes could cause our actual results to differ materially and adversely from those anticipated.

If our subcontractors fail to perform their contractual obligations, our performance as a prime contractor and our ability to obtain future business could be materially and adversely impacted and our actual results could differ materially and adversely from those anticipated.

Our performance of government contracts may involve the issuance of subcontracts to other companies upon which we rely to perform all or a portion of the work we are obligated to deliver to our clients. A failure by one or more of our subcontractors to satisfactorily deliver on a timely basis the agreed-upon supplies, perform the agreed-upon services, or appropriately manage their vendors may materially and adversely impact our ability to perform our obligations as a prime contractor.

A subcontractor’s performance deficiency could result in the government terminating our contract for default. A default termination could expose us to liability for excess costs of reprocurement by the government and have a material adverse effect on our ability to compete for future contracts and task orders. Depending upon the level of problem experienced, such problems with subcontractors could cause our actual results to differ materially and adversely from those anticipated.

The federal government's appropriation process and other factors may delay the collection of our receivables, and our business may be adversely affected if we cannot collect our receivables in a timely manner.

We depend on the collection of our receivables to generate cash flow, provide working capital, pay debt and continue our business operations. If the federal government, any of our other clients or any prime contractor for whom we are a subcontractor fails to pay or delays the payment of their outstanding invoices for any reason, our business and financial condition may be materially and adversely affected. The government may fail to pay outstanding invoices for a number of reasons, including lack of appropriated funds or lack of an approved budget. In addition, the DCAA may revoke our direct billing privileges, which would adversely affect our ability to collect our receivables in a timely manner. Contracting officers have the authority to impose contractual withholdings, which can also adversely affect our ability to collect timely. A new Defense Federal Acquisition Regulations interim rule became effective May 18, 2011, applying to solicitations issued on or after that date, requiring DoD contracting officers to impose contractual withholdings at no less than certain minimum levels if a contracting officer determines that one or more of a contractor's business systems have one or more significant deficiencies. On February 24, 2012, a final DFARS rule became effective, with no substantive changes from the interim rule. Some prime contractors for whom we are a subcontractor have significantly less financial resources than we do, which may increase the risk that we may not be paid in full or payment may be delayed. If we experience difficulties collecting receivables, it could cause our actual results to differ materially and adversely from those anticipated.

We have substantial investments in recorded goodwill as a result of prior acquisitions, and changes in future business conditions could cause these investments to become impaired, requiring substantial write-downs that would reduce our operating income.

Goodwill accounts for $1.4 billion of our recorded total assets. We evaluate the recoverability of recorded goodwill amounts annually, or when evidence of potential impairment exists. The annual impairment test is based on several factors requiring judgment. Principally, a decrease in expected reporting unit cash flows or changes in market conditions may indicate potential impairment of recorded goodwill. If there is an impairment, we would be required to write down the recorded amount of goodwill, which would be reflected as a charge against operating income.

Our operations involve several risks and hazards, including potential dangers to our employees and to third parties that are inherent in aspects of our federal business (i.e., counterterrorism training services). If these risks and hazards are not adequately insured, it could adversely affect our operating results.

Our federal business includes the maintenance of global networks and the provision of special operations services (i.e., counterterrorism training) that require us to dispatch employees to various countries around the world. These countries may be experiencing political upheaval or unrest, and in some cases war or terrorism. It is possible that certain of our employees or executives will suffer injury or bodily harm, or be killed or kidnapped in the course of these deployments. We could also encounter unexpected costs for reasons beyond our control in connection with the repatriation of our employees or executives. Any of these types of accidents or other incidents could involve significant potential claims of employees, executives and/or third parties who are injured or killed or who may have wrongful death or similar claims against us.

We maintain insurance policies that mitigate against risk and potential liabilities related to our operations. This insurance is maintained in amounts that we believe are reasonable. However, our insurance coverage may not be adequate to cover those claims or liabilities, and we may be forced to bear significant costs from an accident or incident. Substantial claims in excess of our related insurance coverage could cause our actual results to differ materially and adversely from those anticipated.

Our failure to adequately protect our confidential information and proprietary rights may harm our competitive position.

Our success depends, in part, upon our ability to protect our proprietary information and other intellectual property. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter misappropriation of our confidential information. In addition, we may be unable to detect unauthorized use of our intellectual property in order to take appropriate steps to enforce our rights. If we are unable to prevent third parties from infringing or misappropriating our copyrights, trademarks or other proprietary information, our competitive position could be harmed and our actual results could differ materially and adversely from those anticipated.

We face additional risks which could harm our business because we have international operations.

We conduct the majority of our international operations in the United Kingdom and the Netherlands. Our U.K.-based operations comprised 3.0 percent of our revenue in FY2012 and 3.3 percent of our revenue in FY2011. Our U.K.-based operations are subject to risks associated with operating in a foreign country. These risks include fluctuations in the value of the British pound and the Euro, longer payment cycles, changes in foreign tax laws and regulations and unexpected legislative, regulatory, economic or political changes.

Our U.K.-based operations are also subject to risks associated with operating a commercial as opposed to a government contracting business, including the effects of general economic conditions in the United Kingdom on the telecommunications, computer software and computer services sectors and the impact of more concentrated and intense competition for the reduced volume of work available in those sectors. We are marketing our services to clients in industries that are new to us and our efforts in that regard may be unsuccessful. Other factors that may adversely affect our international operations are difficulties relating to managing our business internationally, integrating recent acquisitions, multiple tax structures and adverse changes in foreign exchange rates. Any of these factors could cause our actual results to differ materially and adversely from those anticipated.

Our business could be adversely affected by the outcome of the various investigations/proceedings regarding our interrogation services work in Iraq.

In May 2004, press accounts disclosed an internal U.S. government report, the Taguba Report, which, among other things, alleged that one of our employees was involved in the alleged mistreatment of Iraqi prisoners at the Abu Ghraib facility. Another government report, the Jones/Fay Report, alleged that three of our employees, including the employee identified in the Taguba Report, acted improperly in performing their assigned duties in Iraq. The Jones/Fay Report included a recommendation that the information in the report regarding these employees be forwarded to the General Counsel of the U.S. Army for determination of whether each of them should be referred to the U.S. Department of Justice for prosecution and to the contracting officer for appropriate contractual action. Our investigation into these matters has not to date confirmed the allegations of abuse contained in either the Taguba Report or the Jones/Fay Report. To date, no charges have been brought by the government against us or any of our employees in connection with the Abu Ghraib allegations.

The results of the investigations and proceedings regarding our interrogation services in Iraq could affect our relationships with our clients and could cause our actual results to differ materially and adversely from those anticipated.

Our senior secured credit facility (the Credit Facility) imposes certain restrictions on our ability to take certain actions which may have an impact on our business, operating results and financial condition.

The Credit Facility imposes certain operating and financial restrictions on us and requires us to meet certain financial tests. These restrictions may significantly limit or prohibit us from engaging in certain transactions, including the following:

- incurring or guaranteeing certain amounts of additional debt;

- paying dividends or other distributions to our stockholders or redeeming, repurchasing or retiring our capital stock in excess of specific limits;
- making certain investments, loans and advances;
- exceeding specific levels of liens on our assets;
- issuing or selling equity in our subsidiaries;
- transforming or selling certain assets currently held by us, including certain sale and lease-back transactions;
- amending or modifying certain agreements, including those related to indebtedness; and
- engaging in certain mergers, consolidations or acquisitions.

The failure to comply with any of these covenants would cause a default under the Credit Facility. A default, if not waived, could cause our debt to become immediately due and payable. In such situations, we may not be able to repay our debt or borrow sufficient funds to refinance it, and even if new financing is available, it may not contain terms that are acceptable to us.

Despite our outstanding debt, we may incur additional indebtedness.

The Credit Facility consists of a $600.0 million revolving credit facility and a $150.0 million term loan facility. At June 30, 2012, $125.0 million was outstanding under the revolving credit facility and $138.8 million was outstanding under the term loan. In addition, we have $300.0 million outstanding under our convertible senior subordinated notes due 2014 (the Notes). We are able to incur additional debt in the future by drawing down on the unused portion of the revolving credit facility and have flexibility under the Credit Facility to increase the term loan facility or the revolving credit facility in an aggregate amount up to $300.0 million with applicable lender approvals. In addition, the terms of the Credit Facility allow us to incur additional indebtedness from other sources so long as we satisfy the covenants in the agreement governing the Credit Facility. If new debt is added to our current debt levels, the risks related to our ability to service that debt could increase.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Interest payments on the Notes are due each May and November and the outstanding principal amount comes due in May 2014. The Credit Facility expires in November 2016. Principal payments under the term loan facility are due in quarterly installments. Our business may not generate cash flow from operations sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive.

A change in control or fundamental change may adversely affect us.

The Credit Facility provides that certain change in control events with respect to us will constitute a default. Certain fundamental changes, as defined under the Notes, will constitute a change of control under the Credit Facility, and therefore will constitute a default under such facility. Furthermore, the fundamental change provisions, including the provisions requiring the increase to the conversion rate for conversions under the Notes in connection with certain fundamental changes, may in certain circumstances make more difficult or discourage a takeover of our company and the removal of incumbent management.

The conditional conversion features of the Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion features of the Notes are triggered, holders of the Notes will be entitled to convert the Notes at any time during specified periods at their option. If one or more holders elect to convert their notes, we would be required to settle any converted principal through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital. As of June 30, 2012, we had $475.0 million available under our revolving credit facility, which we could use to satisfy payment obligations arising from conversions of the Notes. However, there can be no assurance that all or any portion of this facility will be available at the time any such conversion obligations arise. Our failure to pay the required cash upon conversion as required under the Notes would constitute an event of default which, if not waived, would result in the immediate acceleration of our payment obligations under all of the Notes. Any such default would also result in an event of default under the Credit Facility. In such a situation, we may not be able to repay our debt or borrow sufficient funds to refinance it, and, even if new financing is available, it may be available on terms less favorable than the terms of our existing debt and, potentially, on terms that are unacceptable to us. A material deterioration in our financial condition or operating results could inhibit our access to additional investment capital and may cause the price of our common stock to decline.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

As of June 30, 2012, we leased office space at 120 U.S. locations containing an aggregate of approximately 2.2 million square feet located in 30 states and the District of Columbia. In five countries outside the U.S., we leased office space at 16 locations containing an aggregate of approximately 83,000 square feet. Our leases expire primarily within the next five years, with the exception of seven leases in Northern Virginia and three leases outside of Northern Virginia, which will expire within the next six to 10 years. We anticipate that most of these leases will be renewed or replaced by other leases. All of our offices are in reasonably modern and well-maintained buildings. The facilities are substantially utilized and adequate for present operations.

We maintain our corporate headquarters in approximately 117,000 square feet of space at 1100 North Glebe Road, Arlington, Virginia. See Note 14, Leases, in the Notes to Consolidated Financial Statements contained in this Annual Report on Form 10-K for additional information regarding our lease commitments.

Item 3. Legal Proceedings

Al Shimari, et al. v. L-3 Services, Inc. et al.

On June 30, 2008, Plaintiff Al Shimari filed a twenty-count complaint in the United States District Court for the Southern District of Ohio. Plaintiff Al Shimari is an Iraqi who claims that he suffered significant physical injury and emotional distress while held at Abu Ghraib prison in Iraq. The lawsuit names CACI International Inc, CACI Premier Technology, Inc. and former CACI employee Timothy Dugan as Defendants, along with L-3 Services, Inc. The complaint alleges that the Defendants conspired with U.S. military personnel to engage in illegal treatment of Iraqi detainees. The complaint does not allege any interaction between Plaintiff Al Shimari and any CACI employee. Plaintiff Al Shimari seeks, inter alia, compensatory damages, punitive damages, and attorney’s fees. On August 8, 2008, the court granted CACI’s motion to transfer the action to the United States District Court for the Eastern District of Virginia. Thereafter, an amended complaint was filed adding three plaintiffs. On September 12, 2008, Mr. Dugan was dismissed from the case without prejudice. On October 2, 2008, CACI filed a motion to dismiss the case. CACI also moved to stay discovery pending further proceedings. The court granted CACI’s motion to stay discovery. On March 18, 2009, the court granted in part and denied in part CACI’s motion to dismiss. On March 23, 2009, CACI filed a notice of appeal with respect to the March 18, 2009 decision. Plaintiffs filed a motion to strike CACI’s notice of appeal and a motion to lift the stay on discovery. The United States District Court for the Eastern District of Virginia denied both motions. On April 27, 2009, Plaintiffs filed a motion to dismiss the appeal in the United States Court of Appeals for the Fourth Circuit.

The United States Court of Appeals for the Fourth Circuit deferred any ruling on Plaintiffs' motion and issued a briefing schedule. Plaintiffs filed a notice of cross-appeal, which CACI moved to dismiss. The Court of Appeals dismissed the Plaintiffs' cross-appeal. On October 26, 2010, the United States Court of Appeals for the Fourth Circuit heard oral argument in the appeal and took the matter under advisement. On September 21, 2011, the United States Court of Appeals for the Fourth Circuit reversed the decision of the United States District Court for the Eastern District of Virginia and remanded the action with instructions to dismiss the action. On October 5, 2011, Plaintiffs filed a petition for a rehearing en banc, which the Court of Appeals granted. The Court of Appeals also invited the United States to participate in the en banc rehearing of the appeal as amicus curiae. The United States participated in that capacity in the en banc rehearing. On January 27, 2012, the Court of Appeals, sitting en banc, heard oral argument. On May 11, 2012, the Court of Appeals, in a 11-3 decision, held that it lacked jurisdiction over the appeal and dismissed the appeal. The action has returned to the district court for further proceedings.

The *Al Shimari* case is the last of eight cases naming CACI as a defendant in lawsuits in which Plaintiffs have sought damages relating to alleged activities at the Abu Ghraib prison. All of the other cases have been dismissed.

We are vigorously defending the above-described legal proceeding, and, based on our present knowledge of the facts, believe the lawsuit is completely without merit.

Item 4. [Reserved.]

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PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is listed on the New York Stock Exchange under the ticker symbol "CACI".

The ranges of high and low sales prices of our common stock quoted on the New York Stock Exchange for each quarter during the fiscal years ended June 30, 2012 and 2011 were as follows:

	2012		2011	
Quarter	High	Low	High	Low
1 st	$66.49	$46.63	$48.70	$40.00
2 nd	$59.45	$46.36	$54.11	$43.61
3 rd	$63.11	$54.95	$62.75	$50.91
4 th	$63.02	$41.29	$64.40	$58.15

We have never paid a cash dividend. Our present policy is to retain earnings to provide funds for the operation and expansion of our business. We do not intend to pay any cash dividends at this time. The Board of Directors will determine whether to pay dividends in the future based on conditions then existing, including our earnings, financial condition and capital requirements, as well as economic and other conditions as the board may deem relevant. In addition, our ability to declare and pay dividends on our common stock is restricted by the provisions of Delaware law and covenants in the Credit Facility.

As of August 24, 2012, the number of stockholders of record of our common stock was approximately 325. The number of stockholders of record is not representative of the number of beneficial stockholders due to the fact that many shares are held by depositories, brokers, or nominees.

The following table provides certain information with respect to our purchases of shares of CACI International Inc's common stock during the three months ended June 30, 2012:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased As Part of Publicly Announced Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs(1)
April 2012	—	$ —	—	—
May 2012	—	—	—	—
June 2012	2,000,000	51.43	2,000,000	2,000,000
Total	2,000,000	$ 51.43	2,000,000	

(1) In June 2012, our Board of Directors authorized a stock repurchase program (the Program) under which we could repurchase up to 4 million shares of our common stock, where the total expenditure for the purchase of shares under the Program did not exceed $240.0 million. The remaining 2 million shares as of June 30, 2012 were repurchased in July 2012. The average price for all 4 million shares repurchased under the Program was $53.72 per share.

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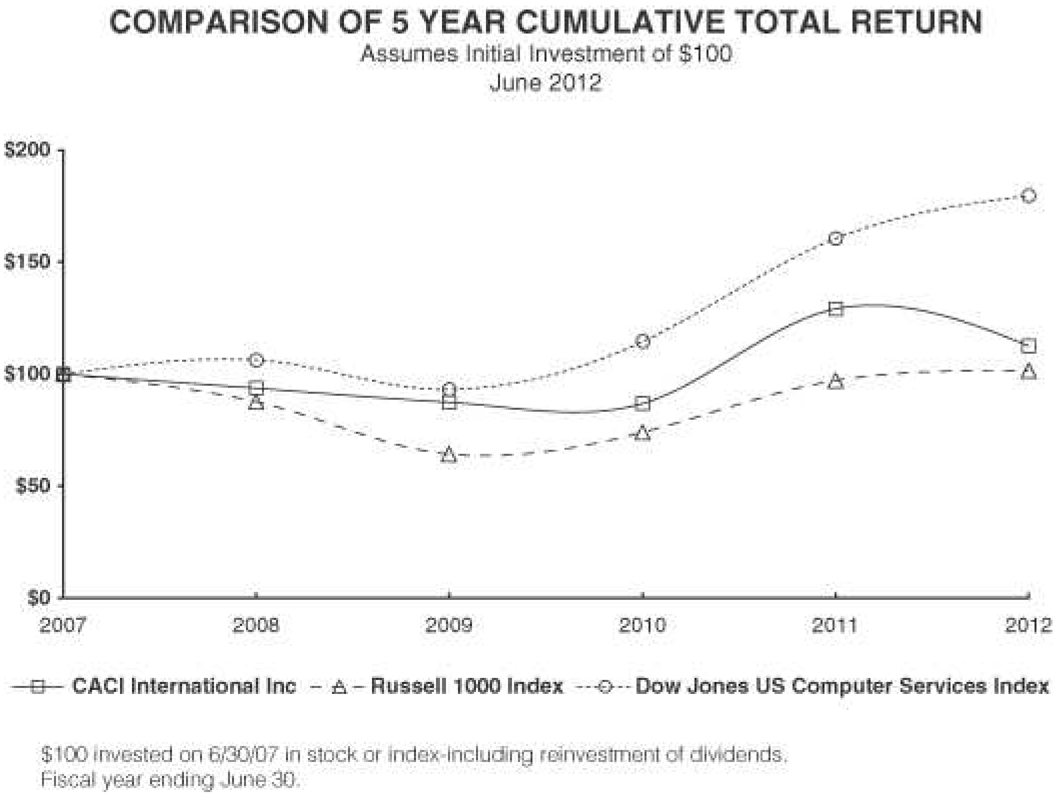
The following graph compares the cumulative 5-year total return to shareholders on CACI International Inc's common stock relative to the cumulative total returns of the Russell 1000 index and the Dow Jones U.S. Computer Services Total Stock Market index. The graph assumes that the value of the investment in our common stock and in each of the indexes (including reinvestment of dividends) was $100 on June 30, 2007 and tracks it through June 30, 2012.

Comparison of Five Year Cumulative Total Returns
Performance Graph for
CACI International Inc



	June 30,					
	2007	2008	2009	2010	2011	2012
CACI International Inc	100.00	93.69	87.44	86.96	129.12	112.61
Russell 1000	100.00	87.64	64.25	74.03	97.12	101.37
Dow Jones U.S. Computer Services Total Stock Market	100.00	106.38	93.19	114.46	160.45	179.71

The stock price performance included in this graph is not necessarily indicative of future stock price performance.

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Item 6. Selected Financial Data

The selected financial data set forth below is derived from our audited financial statements for each of the fiscal years in the five year period ended June 30, 2012. This information should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and the notes thereto, included in Part II in this Annual Report on Form 10-K.

Income Statement Data

	Year ended June 30,				
	2012	2011	2010	2009 (As Adjusted(1))	2008 (As Adjusted(1))
	(amounts in thousands, except per share data)				
Revenue	$3,774,473	$3,577,780	$3,149,131	$ 2,730,162	$ 2,420,537
Costs of revenue	3,474,624	3,326,379	2,954,349	2,546,048	2,257,708
Net income attributable to CACI	167,454	144,218	106,515	89,698	77,935
Earnings per common share and common share equivalent:					
Basic:					
Weighted-average shares outstanding	27,077	30,281	30,138	29,976	30,058
Earnings per share	$ 6.18	$ 4.76	$ 3.53	$ 2.99	$ 2.59
Diluted:					
Weighted-average shares and equivalent shares outstanding	28,111	31,300	30,676	30,427	30,606
Earnings per share	$ 5.96	$ 4.61	$ 3.47	$ 2.95	$ 2.55

Balance Sheet Data

	Year ended June 30,				
	2012	2011	2010	2009 (As Adjusted(1))	2008 (As Adjusted (1))
	(amounts in thousands)				
Total assets	$2,392,876	$2,320,131	$2,244,766	$ 2,006,079	$1,892,222
Long-term liabilities	743,502	573,294	413,188	658,567	642,886
Working capital	200,863	344,857	182,323	406,928	312,555
Shareholders' equity	1,164,445	1,309,616	1,173,155	1,029,608	959,067

(1) Certain amounts as of and for the years ended June 30, 2008 and June 30, 2009 have been adjusted to reflect the retroactive application of new accounting standards. See Note 3 in the Notes to Consolidated Financial Statements contained in the Annual Report on Form 10-K for the year ended June 30, 2011 for additional information.

Item 7. Management's Discussion and Analysis of Financial Condition & Results of Operations

The following discussion and analysis of our financial condition and results of operations is provided to enhance the understanding of, and should be read together with, our consolidated financial statements and the notes to those statements that appear elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. Unless otherwise specifically noted, all years refer to our fiscal year which ends on June 30.

Overview

We are a leading provider of information solutions and services to the U.S. government. We derived 94.5 percent of our revenue during the year ended June 30, 2012 from contracts with U.S. government agencies, including 78.0 percent from DoD customers and 16.5 percent from U.S. federal civilian agency customers including the Department of Homeland Security. We also provide services to state and local governments and commercial customers.

For the year ended June 30, 2012, 88.4 percent of our revenue was from contracts where we were the lead, or “prime,” contractor. Our contract base has approximately 625 active contracts and 1,800 active task orders. We have a diverse mix of contract types, with 44.0 percent, 28.0 percent, and 28.0 percent of our revenue for the year ended June 30, 2012, derived from cost-reimbursable, T&M and fixed-price contracts, respectively. We generally do not pursue fixed-price software development contracts that may create financial risk.

Critical Accounting Policies

Critical accounting policies are defined as those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions. Application of these policies is particularly important to the portrayal of our financial condition and results of operations. The following are considered our critical accounting policies:

Revenue Recognition/Contract Accounting

We generate almost all of our revenue from three different types of contractual arrangements: cost-plus-fee contracts, T&M contracts, and fixed-price contracts. Revenue on cost-plus-fee contracts is recognized to the extent of allowable costs incurred plus an estimate of the applicable fees earned. We consider fixed fees under cost-plus-fee contracts to be earned in proportion to the allowable costs incurred in performance of the contract. For cost-plus-fee contracts that include performance based fee incentives, and that are subject to the provisions of Accounting Standards Codification (ASC) Section 605-35, *Revenue Recognition—Construction-Type and Production-Type Contracts* (ASC 605-35), we recognize the relevant portion of the expected fee to be awarded by the customer at the time such fee can be reasonably estimated, based on factors such as our prior award experience and communications with the customer regarding performance. For such cost-plus-fee contracts subject to the provisions of ASC 605-10-S99, *Revenue Recognition—SEC Materials* (ASC 605-10-S99), we recognize the relevant portion of the fee upon customer approval. Revenue on T&M contracts is recognized to the extent of billable rates times hours delivered for services provided, to the extent of material cost for products delivered to customers, and to the extent of expenses incurred on behalf of the customers. Shipping and handling fees charged to the customers are recognized as revenue at the time products are delivered to the customers.

We have four basic categories of fixed price contracts: fixed unit price, fixed price-level of effort, fixed price-completion, and fixed price-license. Revenue on fixed unit price contracts, where specified units of output under service arrangements are delivered, is recognized as units are delivered based on the specified price per unit. Revenue on fixed unit price maintenance contracts is recognized ratably over the length of the service period. Revenue for fixed price-level of effort contracts is recognized based upon the number of units of labor actually delivered multiplied by the agreed rate for each unit of labor.

A significant portion of our fixed price-completion contracts involve the design and development of complex client systems. For these contracts that are within the scope of ASC 605-35, revenue is recognized on the percentage of completion method using costs incurred in relation to total estimated costs. For fixed price-completion contracts that are not within the scope of ASC 605-35, revenue is generally recognized ratably over the service period. Our fixed price-license agreements and related services contracts are primarily executed in our international operations. As the agreements to deliver software require significant production, modification or customization of software, revenue is recognized using the contract accounting guidance of ASC 605-35. For agreements to deliver data under license and related services, revenue is recognized as the data is delivered and services are performed. Except for losses on contracts accounted for under ASC 605-10-S99, provisions for estimated losses on uncompleted contracts are recorded in the period such losses are determined. Losses on contracts accounted for under ASC 605-10-S99 are recognized as the services and materials are provided.

Our contracts may include the provision of more than one of our services. In these situations, revenue recognition includes the proper identification of separate units of accounting and the allocation of revenue across all elements based on relative fair values, with proper consideration given to the guidance provided by other authoritative literature.

Contract accounting requires judgment relative to assessing risks, estimating contract revenue and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of our contracts, the estimation of total revenue and cost at completion is complicated and subject to many variables. Contract costs include material, labor, subcontracting costs, and other direct costs, as well as an allocation of allowable indirect costs. Assumptions have to be made regarding the length of time to complete the contract because costs also include expected increases in wages and prices for materials. For contract change orders, claims or similar items, we apply judgment in estimating the amounts and assessing the potential for realization. These amounts are only included in contract value when they can be reliably estimated and realization is considered probable. Incentives or penalties related to performance on contracts are considered in estimating sales and profit rates, and are recorded when there is sufficient information for us to assess anticipated performance. Estimates of award fees for certain contracts may also be a factor in estimating revenue and profit rates based on actual and anticipated awards.

Long-term development and production contracts make up a large portion of our business, and therefore the amounts we record in our financial statements using contract accounting methods are material. For our federal contracts, we follow U.S. government procurement and accounting standards in assessing the allowability and the allocability of costs to contracts. Due to the significance of the judgments and estimation processes, it is likely that materially different amounts could be recorded if we used different assumptions or if the underlying circumstances were to change. We closely monitor compliance with, and the consistent application of, our critical accounting policies related to contract accounting. Business operations personnel conduct periodic contract status and performance reviews. When adjustments in estimated contract revenue or costs are required, any significant changes from prior estimates are included in earnings in the current period. Also, regular and recurring evaluations of contract cost, scheduling and technical matters are performed by management personnel who are independent from the business operations personnel performing work under the contract. Costs incurred and allocated to contracts with the U.S. government are scrutinized for compliance with regulatory standards by our personnel, and are subject to audit by the DCAA.

From time to time, we may proceed with work based on client direction prior to the completion and signing of formal contract documents. We have a formal review process for approving any such work. Revenue associated with such work is recognized only when it can be reliably estimated and realization is probable. We base our estimates on previous experiences with the client, communications with the client regarding funding status, and our knowledge of available funding for the contract or program.

Costs of Revenue

Costs of revenue include all direct contract costs as well as indirect overhead costs and selling, general and administrative expenses that are allowable and allocable to contracts under federal procurement standards. Costs of revenue also include costs and expenses that are unallowable under applicable procurement standards, and thus are not allocable to contracts for billing purposes. Such costs and expenses do not directly generate revenue, but are necessary for business operations.

Allowance For Doubtful Accounts

Management establishes bad debt reserves against certain billed receivables based upon the latest information available to determine whether invoices are ultimately collectible. Whenever judgment is involved in determining the estimates, there is the potential for bad debt expense and the fair value of accounts receivable to be misstated. Given that we primarily serve the U.S. government and that, in our opinion, we have sufficient controls in place to properly recognize revenue, we believe the risk to be relatively low that a misstatement of accounts receivable would have a material impact on our financial results. Accounts receivable balances are written-off when the balance is deemed uncollectible after exhausting all reasonable means of collection.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations. Goodwill and intangible assets acquired in a business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually or if impairment indicators are present. The evaluation includes comparing the fair value of the relevant reporting unit to the carrying value, including goodwill, of such unit. If the fair value exceeds the carrying value, no impairment loss is recognized. However, if the carrying value of the reporting unit exceeds its fair value, the goodwill of the reporting unit may be impaired. Impairment is measured by comparing the derived fair value of the goodwill to its carrying value. Separately identifiable intangible assets with estimable useful lives are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment if impairment indicators are present.

We have two reporting units—domestic operations and international operations. Our reporting units are the same as our operating segments. Approximately 94 percent of our goodwill is attributable to our domestic operations. We estimate the fair value of our reporting units using both an income approach and a market approach. The valuation process considers our estimates of the future operating performance of each reporting unit. Companies in similar industries are researched and analyzed and we consider the domestic and international economic and financial market conditions, both in general and specific to the industry in which we operate, prevailing as of the valuation date. The income approach utilizes discounted cash flows. We calculate a weighted average cost of capital for each reporting unit in order to estimate the discounted cash flows. We perform our annual testing for impairment of goodwill and other indefinite life intangible assets as of June 30 of each year. The fair value of each of our reporting units as of June 30, 2012 exceeded its carrying value. Changes in estimates and assumptions made in the goodwill assessment could effect the estimated fair value of one or both reporting units.

Stock-Based Compensation

Under our 2006 Stock Incentive Plan, we issue equity instruments on an annual basis to our directors and key employees. These instruments may take the form of, among others, shares of restricted stock, restricted stock units (RSUs), stock settled stock appreciation rights (SSARs) and non-qualified stock options (NQSOs). We also issue equity instruments in the form of RSUs under our Management Stock Purchase Plan and Director Stock Purchase Plan.

We account for share-based payments to employees, including grants of employee stock awards and purchases under employee stock purchase plans, in accordance with ASC 718, *Compensation—Stock Compensation,* which requires that share-based payments (to the extent they are compensatory) be recognized in our consolidated statements of operations based on their fair values. We determine the fair value of our NQSOs and SSARs at the date of grant using option-pricing models such as the Black-Scholes or binomial lattice model. We determine the fair value of our market-based and performance-based RSUs at the date of grant using generally accepted valuation techniques and the closing market price of our stock. Stock-based compensation cost is recognized as expense over the requisite service period.

Under the terms of the various equity instrument agreements, vesting of awards may accelerate to varying degrees based on the age of the grantee and the type of equity instrument. Depending on the instrument, vesting may accelerate upon retirement at either age 62 or 65 with the amount of acceleration based on the length of service provided.

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Results of Operations

The following table sets forth the relative percentages that certain items of expense and earnings bear to revenue.

Consolidated Statements of Operations
Years ended June 30,

	2012	2011	2010	2012	2011	2010	Year to Year Change 2011 to 2012 Dollars	2011 to 2012 Percent	2010 to 2011 Dollars	2010 to 2011 Percent
	Dollars			Percentages						
				(dollar amounts in thousands)						
Revenue	$3,774,473	$3,577,780	$3,149,131	100.0%	100.0%	100.0%	$196,693	5.5%	$428,649	13.6%
Costs of revenue										
Direct costs	2,598,890	2,528,660	2,207,574	68.9	70.7	70.1	70,230	2.8	321,086	14.5
Indirect costs and selling expenses	819,772	741,652	693,736	21.7	20.7	22.0	78,120	10.5	47,916	6.9
Depreciation and amortization	55,962	56,067	53,039	1.5	1.6	1.7	(105)	(0.2)	3,028	5.7
Total costs of revenue	3,474,624	3,326,379	2,954,349	92.1	93.0	93.8	148,245	4.5	372,030	12.6
Income from operations	299,849	251,401	194,782	7.9	7.0	6.2	48,448	19.3	56,619	29.1
Interest expense and other, net	24,101	23,144	26,353	0.6	0.6	0.9	957	4.1	(3,209)	(12.2)
Income before income taxes	275,748	228,257	168,429	7.3	6.4	5.3	47,491	20.8	59,828	35.5
Income taxes	107,537	83,105	61,171	2.9	2.4	1.9	24,432	29.4	21,934	35.9
Net income including portion attributable to noncontrolling interest in earnings of joint venture	168,211	145,152	107,258	4.4	4.0	3.4	23,059	15.9	37,894	35.3
Noncontrolling interest in earnings of joint venture	(757)	(934)	(743)	(0.0)	(0.0)	(0.0)	177	(19.0)	(191)	25.7
Net income attributable to CACI	$ 167,454	$ 144,218	$ 106,515	4.4%	4.0%	3.4%	$ 23,236	16.1%	$ 37,703	35.4%

Revenue

For FY2012, our total revenue increased by $196.7 million, or 5.5 percent. Approximately 2.4 percent, or $87.0 million, of revenue growth was organic and resulted from an increase in services and solutions provided to a broad base of DoD, intelligence, and federal civilian agency customers. The remaining 3.1 percent increase, or $109.7 million, was from acquisitions completed in FY2012 and FY2011.

During FY2011, total revenue increased by $428.6 million, or 13.6 percent. Approximately 11.6 percent, or $364.5 million, of revenue growth was organic and resulted primarily from increases in services and solutions provided to our DoD, intelligence and federal civilian agency customers. The remaining 2.0 percent, or $64.1 million, of the FY2011 revenue growth was generated by acquisitions completed in FY2011 and FY2010.

Revenue generated from the date a business is acquired through the first anniversary of that date is considered acquired revenue. Our acquired revenue for FY2012 and FY2011 is as follows (in millions):

Business Acquired	2012	2011
Paradigm Solutions Corporation	$ 27.5	$ —
Advanced Programs Group, Inc.	26.7	—
Pangia Technologies, LLC	21.8	—
TechniGraphics, Inc	12.3	27.6
Applied Systems Research, Inc.	4.9	10.2
SystemWare Incorporated	—	15.6
Others	16.5	10.7
Total	$109.7	$64.1

The following table summarizes revenue earned by each of the customer groups for the three most recent fiscal years:

	Year ended June 30, 2012		2011		2010	
	(dollar amounts in thousands)					
Department of Defense	$2,944,924	78.0%	$2,858,721	79.9%	$2,450,463	77.8%
Federal civilian agencies	620,870	16.5	537,687	15.0	535,467	17.0
Commercial and other	193,840	5.1	166,966	4.7	146,839	4.7
State and local governments	14,839	0.4	14,406	0.4	16,362	0.5
Total	$3,774,473	100.0%	$3,577,780	100.0%	$3,149,131	100.0%

Revenue from DoD customers increased 3.0 percent, or $86.2 million, to $2.9 billion for FY2012 as compared to FY2011. $48.0 million of the increase was attributable to acquired DoD revenue and the remaining $38.2 million of the increase was attributable to revenue from existing operations. DoD revenue includes that earned for services provided to the U.S. Army, our largest customer, where our services focus on supporting readiness, tactical military intelligence, and communications systems. DoD revenue also includes work with the U.S. Navy, such as services to support the Navy’s automatic identification technologies and a mine countermeasure program that protects its fleet.

Revenue from DoD customers increased 16.7 percent, or $408.3 million, to $2.9 billion for FY2011 as compared to FY2010. $40.5 million of the increase was attributable to acquired DoD revenue and the remaining $367.8 million of the increase was attributable to revenue from existing operations.

Revenue from federal civilian agencies increased $83.2 million, to $620.9 million during FY2012 as compared to FY2011. Of the federal civilian agency revenue growth, $40.1 million was attributable to acquisitions. Approximately 16.6 percent of federal civilian agency revenue for the year was derived from the Department of Justice (DoJ), for whom we provide litigation support services. Revenue from DoJ was $102.8 million in FY2012 versus $90.8 million in FY2011. Federal civilian agency revenue also includes services provided to non-DoD national intelligence agencies.

Revenue from federal civilian agencies increased $2.2 million, to $537.7 million during FY2011 as compared to FY2010. Of the federal civilian agency revenue growth, $1.8 million was attributable to acquisitions. Approximately 16.9 percent of federal civilian agency revenue for the year was derived from DoJ. Revenue from DoJ was $90.8 million in FY2011 versus $79.8 million in FY2010.

Commercial and other revenue increased 16.1 percent, or $26.9 million, to $193.8 million in FY2012 as compared to FY2011. This revenue growth came from both acquisitions and a $12.0 million product sale which was completed in the first quarter of the fiscal year. Commercial revenue is derived from both international and domestic operations. In FY2012, international operations accounted for 59.4 percent, or $115.1 million, of the total commercial revenue, while domestic operations accounted for 40.6 percent, or $78.7 million.

Commercial and other revenue increased 13.7 percent, or $20.1 million, to $167.0 million in FY2011 as compared to FY2010. This revenue growth came primarily from acquisitions. In FY2011, international operations accounted for 70.7 percent, or $118.1 million, of the total commercial revenue, while domestic operations accounted for 29.3 percent, or $48.9 million.

Revenue from state and local governments increased by 3.0 percent, or $0.4 million during FY2012, as compared to FY2011. In FY2011 as compared to FY2010, revenue from state and local governments decreased by 12.0 percent, or $2.0 million. Revenue from state and local governments represented less than one percent of our total revenue in each of FY2012, FY2011, and FY2010. Our continued focus on DoD and federal civilian agency opportunities has resulted in a relatively reduced emphasis on state and local government business.

Income from Operations

Income from operations increased 19.3 percent or $48.4 million, in FY2012 as compared to FY2011. Our operating margin was 7.9 percent, up from 7.0 percent during the same period a year ago. Operating margin was favorably impacted by a changing mix of our direct costs, greater than expected profitability on a large fixed price contract, and the commercial product sale described previously. Income from operations increased 29.1 percent, or $56.6 million, in FY2011 as compared to FY2010. Our operating margin in FY2011 of 7.0 percent increased from 6.2 percent in FY2010. The increase in margin rate related primarily to strong direct labor growth.

During the fiscal years ended June 30, 2012, 2011, and 2010, as a percentage of revenue, total direct costs were 68.9 percent, 70.7 percent, and 70.1 percent, respectively. The year-to-year changes in direct costs as a percentage of revenue were driven primarily by a change in the mix of direct labor versus other direct costs (ODCs), primarily material purchases and subcontracted activities. ODCs are common in our industry and may vary from period to period.

The single largest component of direct costs, direct labor, was $977.7 million, $888.0 million and $810.6 million in FY2012, FY2011, and FY2010, respectively. The increase in direct labor during the last three fiscal years is attributable to the organic growth in our federal government business, both in the DoD and federal civilian agencies, and to acquisitions. ODCs, which include subcontractor labor and materials along with equipment purchases and travel expenses, were $1.6 billion, $1.6 billion, and $1.4 billion in FY2012, FY2011, and FY2010, respectively.

Indirect costs and selling expenses include fringe benefits (attributable to both direct and indirect labor), marketing and bid and proposal costs, indirect labor and other discretionary costs. As a percentage of revenue, indirect costs and selling expenses were 21.7 percent, 20.7 percent and 22.0 percent for FY2012, FY2011, and FY2010, respectively.

Indirect expense in FY2012, FY2011 and FY2010 reflected a reduction of expense associated with the reduction in the fair value of acquisition-related contingent consideration liabilities related to acquisitions completed in FY2010. The reduction recorded was $0.4 million in FY2012, $9.6 million in FY2011 and $2.0 million in FY2010. Indirect expense in FY2010 also reflected the benefit of higher forfeitures available to offset Company contributions under our 401(k) Plan. This higher level of forfeitures resulted from an amendment to the 401(k) Plan during FY2010 that provided that non-vested balances are forfeited upon the earlier of a distribution being taken or December 31 of the year the participant terminates employment. Previously, non-vested balances were forfeited upon the earlier of a distribution being taken or December 31 following a five year break in service.

A component of indirect costs and selling expenses is stock compensation. Total stock compensation expense was $15.5 million, $17.9 million, and $30.8 million for the fiscal years ended June 30, 2012, 2011, and 2010, respectively. The decrease in stock compensation expense from FY2010 to FY2011 was due primarily to a higher level of forfeitures in FY2011 and a decrease in stock compensation expense associated with the issuance of performance-based RSUs in FY2009 and FY2010. The decrease in stock compensation expense from FY2011 to FY2012 was due primarily to a higher level of forfeitures in FY2012 and a further decrease in stock compensation expense associated with the FY2009 and FY2010 performance-based RSUs.

Depreciation and amortization expense decreased $0.1 million, or 0.2 percent, in FY2012 as compared to FY2011. The decrease was attributable to decreased amortization of intangible assets offset by increases in depreciation and amortization expense associated with our growing infrastructure. Software amortization on externally marketed software also increased in FY2012. In FY2011 as compared to FY2010, depreciation and amortization expense increased $3.0 million, or 5.7 percent. The increase was attributable to depreciation and amortization of both tangible and intangible assets, and included an increase in depreciation and leasehold amortization expense associated with a new lease in Northern Virginia. These costs were partially offset by a decrease in software amortization on externally marketed software.

Net interest expense and other increased $1.0 million, or 4.1 percent in FY2012, as compared to FY2011 primarily as a result of an increase in interest expense related to higher outstanding debt which was partially offset by a decrease in amortization of deferred financing costs. Interest expense and other includes a reduction for our share of the net income of AC First, LLC, a joint venture between us and AECOM Government Services, Inc. of $1.7 million in FY2012 and $1.8 million in FY 2011. Net interest expense and other decreased $3.2 million, or 12.2 percent, in FY2011 as compared to FY2010 primarily as a result of lower interest rates, lower days sales outstanding, and the prepayment of certain debt outstanding at the beginning of the year.

The effective income tax rates in FY2012, FY2011, and FY2010, were 39.1 percent, 36.6 percent, and 36.5 percent, respectively. The tax rate in each year benefitted from tax benefits related to deductions claimed for income from qualified domestic production activities and non-taxable gains on assets invested in corporate-owned life insurance (COLI) policies.

Quarterly Financial Information

Quarterly financial data for the two most recent fiscal years is provided in Note 25, Quarterly Financial Data, in the Notes to Consolidated Financial Statements contained in this Annual Report on Form 10-K.

Effects of Inflation

During FY2012, 44.0 percent of our business was conducted under cost-reimbursable contracts which automatically adjust revenue to cover costs that are affected by inflation. 28.0 percent of our revenue was earned under T&M contracts, where labor rates for many of the services provided are often fixed for several years. Under certain T&M contracts containing IDIQ procurement arrangements, we do adjust labor rates annually as permitted. The remaining portion of our business is fixed-price and may span multiple years. We generally have been able to price our T&M and fixed-price contracts in a manner that accommodates the rates of inflation experienced in recent years.

Liquidity and Capital Resources

Historically, our positive cash flow from operations and our available credit facilities have provided adequate liquidity and working capital to fund our operational needs. Cash flows from operations totaled $266.7 million, $226.0 million and $209.3 million for the years ended June 30, 2012, 2011 and 2010, respectively.

The Credit Facility is a $750.0 million credit facility, which includes a $600.0 million revolving credit facility (the Revolving Facility), and a $150.0 million term loan (the Term Loan). The Revolving Facility has subfacilities of $50.0 million for same-day swing line borrowings and $25.0 million for stand-by letters of credit. At June 30, 2012, $138.8 million was outstanding under the Term Loan, $125.0 was outstanding under the Revolving Facility, we had no borrowings on the swing line and no letters of credit were outstanding. The Credit Facility has an accordion feature that will allow the facility to be expanded by an additional $300.0 million with applicable lender approvals.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of $1.9 million through September 30, 2015 and $3.8 million thereafter through September 30, 2016, with the balance due in full on November 18, 2016.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at our option, equal a base rate or a Eurodollar rate plus, in each case, an applicable margin based upon our consolidated total leverage ratio.

The Credit Facility requires us to comply with certain financial covenants, including a maximum senior secured leverage ratio, a maximum total leverage ratio and a minimum fixed charge coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting our ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. Since the inception of the Credit Facility, we have been in compliance with all of the financial covenants. A majority of our assets serve as collateral under the Credit Facility.

Effective May 16, 2007, we issued the Notes, which mature on May 1, 2014, in a private placement pursuant to Rule 144A of the Securities Act of 1933. The Notes are subordinate to our senior secured debt, and interest on the Notes is payable on May 1 and November 1 of each year.

Holders may convert their notes at a conversion rate of 18.2989 shares of CACI common stock for each $1,000 of note principal (an initial conversion price of $54.65 per share) under the following circumstances: 1) if the last reported sale price of CACI stock is greater than or equal to 130 percent of the conversion price for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter; 2) during the five consecutive business day period immediately after any ten consecutive trading day period (the note measurement period) in which the average of the trading price per $1,000 principal amount of convertible note was equal to or less than 97 percent of the average product of the closing price of a share of our common stock and the conversion rate of each date during the note measurement period; 3) upon the occurrence of certain corporate events, as defined; or 4) during the last three-month period prior to maturity. We are required to satisfy 100 percent of the principal amount of these notes solely in cash, with any amounts above the principal amount to be satisfied in common stock. As of June 30, 2012, none of the conditions permitting conversion of the Notes had been satisfied.

In the event of a fundamental change, as defined, holders may require us to repurchase the Notes at a price equal to the principal amount plus any accrued interest. Also, if certain fundamental changes occur prior to maturity, we will in certain circumstances increase the conversion rate by a number of additional shares of common stock or, in lieu thereof, we may in certain circumstances elect to adjust the conversion rate and related conversion obligation so that these notes are convertible into shares of the acquiring or surviving company. We are not permitted to redeem the Notes.

In connection with the issuance of the Notes, we purchased in a private transaction at a cost of $84.4 million call options (the Call Options) to purchase approximately 5.5 million shares of our common stock at a price equal to the conversion price of $54.65 per share. The Call Options allow us to receive shares of our common stock from the counterparties equal to the amount of common stock related to the excess conversion value that we would pay the holders of the Notes upon conversion. In addition, we sold warrants (the Warrants) to issue approximately 5.5 million shares of CACI common stock at an exercise price of $68.31 per share. The proceeds from the sale of the Warrants totaled $56.5 million. On a combined basis, the Call Options and the Warrants are intended to reduce the potential dilution of CACI's common stock in the event that the Notes are converted by effectively increasing the conversion price of these notes from $54.65 to $68.31. The Call Options and the Warrants are separate and legally distinct instruments that bind us and the counterparties and have no binding effect on the holders of the Notes.

Cash and cash equivalents were $15.7 million and $164.8 million as of June 30, 2012 and 2011, respectively. The decrease in cash and cash equivalents was primarily attributable to cash used for acquisitions and the repurchase of company stock. Working capital was $200.9 million and $334.9 million as of June 30, 2012 and 2011, respectively. Our operating cash flow was $266.7 million for FY2012, compared to $226.0 million for the same period a year ago. The current year increase in operating cash flow results from profits earned during the year and differences in our year-end cash position. In the current year, we maintained lower cash balances as more cash was utilized for business acquisitions and share repurchases. As a result, outstanding checks were required to be classified within accounts payable, increasing operating cash flow by $31.5 million. In prior years, when we maintained higher year-end cash balances, outstanding checks were recorded as a reduction of our cash balances. Days-sales outstanding were 58 at June 30, 2012, compared to 52 for the same period a year ago.

We used $204.4 million and $149.2 million of cash in investing activities during FY2012 and FY2011, respectively. The increase in FY2012 was attributed primarily to the acquisitions completed during the year. Purchases of office and computer related equipment of $18.3 million and $14.4 million in FY2012 and FY2011, respectively, accounted for a majority of the remaining funds used in investing activities. Generally, we have relatively low capital expenditure requirements for our business, and expect these expenditures in the coming years to remain consistent with the levels reported in FY2012.

Cash flows used in financing activities were $210.9 million during FY2012 and $167.7 million during FY2011. During FY2011, we prepaid our then outstanding term loan in connection with entering into the Credit Facility and used $50.0 million of cash to repurchase 1.0 million shares of our company stock. During FY2012, we paid $21.6 million in settlement of contingent consideration for acquisitions that were completed during the year ended June 30, 2010. During the year ended June 30, 2012 we had net borrowings of $125.0 million under the Revolving Facility. These borrowings along with our available cash balance and our operating cash flow funded our repurchase of 5.8 million shares of company stock for $316.6 million and our acquisition program. Cash flows from financing activities continued to benefit from proceeds received from the exercise of stock options and purchases of stock under the CACI International Inc Employee Stock Purchase Plan (ESPP). Proceeds from these activities totaled $11.6 million and $26.2 million during FY2012 and FY2011, respectively.

We believe that the combination of internally generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, customary capital expenditures, debt service obligations, and other working capital requirements over the next twelve months. Over the longer term, our ability to generate sufficient cash flows from operations necessary to fulfill the obligations under the Credit Facility and the Notes will depend on our future financial performance which will be affected by many factors outside of our control, including current worldwide economic conditions.

Off-Balance Sheet Arrangements and Contractual Obligations

We use off-balance sheet arrangements to finance the lease of operating facilities. We have financed the use of all of our current office and warehouse facilities through operating leases. Operating leases are also used to finance the use of computers, servers, phone systems, and to a lesser extent, other fixed assets, such as furnishings, that are obtained in connection with business acquisitions. We generally assume the lease rights and obligations of companies acquired in business combinations and continue financing equipment under operating leases until the end of the lease term following the acquisition date. We generally do not finance capital expenditures with operating leases, but instead finance such purchases with available cash balances. For additional information regarding our operating lease commitments, see Note 14 in the Notes to Consolidated Financial Statements contained in this Annual Report on Form 10-K. The Credit Facility provides for stand-by letters of credit aggregating up to $25.0 million that reduce the funds available under the Revolving Facility when issued. As of June 30, 2012, we had no outstanding letters of credit. We have no other material off-balance sheet financing arrangements.

The following table summarizes our contractual obligations as of June 30, 2012 that require us to make future cash payments:

	Payments Due By Period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
	(amounts in thousands)				
Contractual obligations(1):					
Bank credit facility-term loan(2)	$138,750	$ 7,500	$ 15,000	$116,250	$ —
Convertible notes(2)	300,000	—	300,000	—	—
Bank credit facility-revolver loan(2)	125,000	—	—	125,000	—
Operating leases(3)	235,786	41,316	75,190	53,412	65,868
Other long-term liabilities reflected on our balance sheet under generally accepted accounting principles (GAAP)					
Deferred compensation(4)	76,560	3,384	4,169	1,931	67,076
Total	$876,096	$52,200	$394,359	$296,593	$132,944

(1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash out flows from future tax settlements cannot be determined. See Note 19 in the Notes to Consolidated Financial Statements contained in this Annual Report on Form 10-K for additional information regarding taxes and related matters.

(2) See Note 13 to our consolidated financial statements for additional information regarding debt and related matters.

(3) See Note 14 to our consolidated financial statements for additional information regarding operating lease commitments.

(4) This liability is substantially offset by investments held by the plan provider to be reimbursed to us upon the payment of the liability to the plan participant. See Note 20 to our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosure About Market Risk

The interest rates on both the Term Loan and the Revolving Facility are affected by changes in market interest rates. We have the ability to manage these fluctuations in part through interest rate hedging alternatives in the form of interest rate swaps. We have maintained hedging relationships with various counterparties in recent years, including two interest rate swap agreements that expired in December 2009 which allowed us to exchange a portion of our variable rate debt for fixed rate debt. In April 2012, we entered into floating-to-fixed interest rate swap agreements for an aggregate notional amount of $100 million related to a portion of our floating rate indebtedness. The agreements are effective beginning July 1, 2013 and mature July 1, 2017. All outstanding balances under our Term Loan, and any amounts that may be borrowed under our Revolving Facility, are currently subject to interest rate fluctuations. With every one percent fluctuation in the applicable interest rates, interest expense on our variable rate debt for the year ended June 30, 2012 would have fluctuated by approximately $2.9 million.

Approximately 3.0 percent and 3.3 percent of our total revenue in FY2012 and FY2011, respectively, was derived from our international operations headquartered in the U.K. Our practice in the U.K.-headquartered operation is to negotiate contracts in the same currency in which the predominant expenses are incurred, thereby mitigating the exposure to foreign currency exchange fluctuations. It is not possible to accomplish this in all cases; thus, there is some risk that profits will be affected by foreign currency exchange fluctuations. As of June 30, 2012, we held a combination of euros and pounds sterling in the U.K. and in the Netherlands equivalent to approximately $9.1 million. This allows us to better utilize our cash resources on behalf of our foreign subsidiaries, thereby mitigating foreign currency conversion risks.

Item 8. Financial Statements and Supplementary Data

The Consolidated Financial Statements of CACI International Inc and subsidiaries are provided in Part IV in this Annual Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

We had no disagreements with our independent registered public accounting firm on accounting principles, practices or financial statement disclosure during and through the date of the consolidated financial statements included in this report.

Item 9A. Controls and Procedures

A. Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in the Exchange Act Ruling 13a-15(e) and 15d-15(e), that are designed to ensure that information required to be disclosed in our periodic filings with the Securities and Exchange Commission (SEC) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Our disclosure controls and procedures are also designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), as appropriate, to allow timely decisions regarding required disclosure.

The effectiveness of a system of disclosure controls and procedures is subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of internal controls, and fraud. Due to such inherent limitations, there can be only reasonable, and not absolute, assurance that any system of disclosure controls and procedures will be successful in detecting or preventing all errors or fraud, or in making all material information known in a timely manner to the appropriate levels of management.

We performed an evaluation of the effectiveness of our disclosure controls and procedures under the supervision of the CEO and CFO, as of June 30, 2012. Based on the evaluation procedures, our management, including the CEO and CFO, concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of June 30, 2012.

B. Internal Control Over Financial Reporting

The management of CACI International Inc is responsible for establishing and maintaining effective internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f), and for its assessment of the effectiveness of internal control over financial reporting.

We maintain internal controls over financial reporting that are designed to provide reasonable assurance regarding the reliability of financial reporting, and the preparation of financial statements. CACI International Inc's internal control over financial reporting includes those policies and procedures that 1) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles; 2) ensure the maintenance of records that accurately and fairly reflect our transactions; 3) ensure that our receipts, expenditures and asset dispositions are made in accordance with director and management authorizations; and 4) provide reasonable assurance that our assets are properly safeguarded.

With the participation of our CEO and CFO, we performed an evaluation of the effectiveness of the internal control over financial reporting to comply with the rules on internal control over financial reporting issued pursuant to the Sarbanes-Oxley Act of 2002. In making this evaluation, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control—Integrated Framework* . Based on the evaluation procedures, our management, including the CEO and CFO, concluded that, as of June 30, 2012, our internal control over financial reporting was effective based on those criteria. In addition, our independent registered public accounting firm evaluated the effectiveness of our internal control over financial reporting. Management's report on the effectiveness of internal control over financial reporting, and the independent auditors' report on internal control over financial reporting, are included in Part IV of this report.

C. Changes in Internal Control Over Financial Reporting

Under the supervision and with the participation of our management, an evaluation was also performed of any changes in our internal control procedures over financial reporting that occurred during our last fiscal quarter. Based on this evaluation, management determined there were no changes in our internal control over financial reporting that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART III

The Information required by Items 10, 11, 12, 13 and 14 of Part III of Form 10-K has been omitted in reliance on General Instruction G (3) and is incorporated herein by reference to our proxy statement to be filed with the SEC pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, as set forth below:

Item 10. Officers, Directors and Executive Officers of the Registrant

Except for the specific disclosures below, the information required by this Item 10 is included under the headings “Executive Officers” and “Corporate Governance” in our 2012 Proxy Statement for the annual meeting to be held with respect to the fiscal year ended June 30, 2012 (2012 Proxy Statement) and is incorporated by reference.

Code of Ethics

We have adopted a code of ethics that applies to our principal executive officer, principal financial officer, principal accounting officer and persons performing similar functions. That code, our Standards of Ethics and Business Conduct, is posted in the “Investors” section of our website at www.caci.com and a printed copy of such code will be furnished free of charge to any shareholder who requests a copy.

We intend to disclose any amendment to the Standards of Ethics and Business Conduct that relates to any element of the code of ethics definition enumerated in Item 406(b) of Regulation S-K, and any waiver from a provision of the Standards of Ethics and Business Conduct granted to any director, principal executive officer, principal financial officer, principal accounting officer, or any other executive officer of the Company, in the “Investors” section of our website at www.caci.com within four business days following the date of such amendment or waiver.

Corporate Governance Guidelines

We have adopted a set of corporate governance guidelines in accordance with the requirements of Section 303A of the New York Stock Exchange Listed Company Manual. Those guidelines can be found posted on our website at www.caci.com and a printed copy will be furnished free of charge to any shareholder who requests a copy.

Item 11. Executive Compensation

The information required by this Item 11 is included in the text and tables under the headings “Compensation Discussion and Analysis” and “Executive Compensation” in our 2012 Proxy Statement and is incorporated by reference.

Item 12. Security Ownership Of Certain Beneficial Owners And Management

The information required by this Item 12 is included under the headings “Security Ownership of Directors, Executive Officers, Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” in our 2012 Proxy Statement and is incorporated by reference.

Item 13. Certain Relationships and Related Transactions

The information required by this Item 13 is included under the headings “Corporate Governance”, “Compensation Discussion and Analysis” and “Executive Compensation” in our 2012 Proxy Statement and is incorporated by reference.

Item 14. Principal Accounting Fees and Services

The information required by this Item 14 is included under the heading “Independent Auditor Fees” in our 2012 Proxy Statement and is incorporated by reference.

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PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Documents filed as part of this Report

1. Financial Statements

   A. Report of Management on Internal Control Over Financial Reporting

   B. Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

   C. Report of Independent Registered Public Accounting Firm

   D. Consolidated Statements of Operations for the fiscal years ended June 30, 2012, 2011 and 2010

   E. Consolidated Balance Sheets as of June 30, 2012 and 2011

   F. Consolidated Statements of Cash Flows for the fiscal years ended June 30, 2012, 2011 and 2010

   G. Consolidated Statements of Shareholders' Equity for the fiscal years ended June 30, 2012, 2011 and 2010

   H. Consolidated Statements of Comprehensive Income for the fiscal years ended June 30, 2012, 2011 and 2010

   I. Notes to Consolidated Financial Statements

2. Supplementary Financial Data

   Schedule II—Valuation and Qualifying Accounts for the fiscal years ended June 30, 2012, 2011 and 2010

All other schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and therefore have been omitted.

(b) Exhibits

Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
3.1	Certificate of Incorporation of CACI International Inc, as amended to date.		10-K	September 13, 2006	3.1
3.2	Amended and Restated By-laws of CACI International Inc, amended as of March 5, 2008.		8-K	March 7, 2008	3.1
4.1	Clause FOURTH of CACI International Inc's Certificate of Incorporation, incorporated above as Exhibit 3.1.		10-K	September 13, 2006	4.1
4.2	The Rights Agreement dated July 11, 2003 between CACI International Inc and American Stock Transfer & Trust Company.		8-K	July 11, 2003	4.1

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Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference Form	Incorporated by Reference Filing Date	Incorporated by Reference Exhibit No.
4.3	Indenture, dated as of May 16, 2007, between CACI International Inc and The Bank of New York, including the form of Note.		8-K	May 16, 2007	4.1
4.4	Registration Rights Agreement, dated as of May 16, 2007, among CACI International Inc and J.P. Morgan Securities Inc., Banc of America Securities LLC, Morgan Stanley & Co. Incorporated, Raymond James & Associates, Inc., SunTrust Capital Markets, Inc. and Wachovia Capital Markets, LLC.		8-K	May 16, 2007	4.2
4.5	Letter Agreement re Call Option Transaction dated as of May 10, 2007, by and between CACI International Inc and Morgan Stanley & Co. International plc, as amended May 11, 2007.		8-K	May 16, 2007	4.3
4.6	Letter Agreement re Warrants dated as of May 10, 2007, by and between CACI International Inc and Morgan Stanley & Co. International plc, as amended May 11, 2007.		8-K	May 16, 2007	4.4
4.7	Letter Agreement re Call Option Transaction dated as of May 10, 2007, by and between CACI International Inc and J.P. Morgan Chase Bank, National Association, as amended May 11, 2007.		8-K	May 16, 2007	4.5
4.8	Letter Agreement re Warrants dated as of May 10, 2007, by and between CACI International Inc and J.P. Morgan Chase Bank, National Association, as amended May 11, 2007.		8-K	May 16, 2007	4.6
4.9	Letter Agreement re Call Option Transaction dated as of May 10, 2007, by and between CACI International Inc and Bank of America, N.A., as amended May 11, 2007.		8-K	May 16, 2007	4.7

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Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
4.10	Letter Agreement re Warrants dated as of May 10, 2007, by and between CACI International Inc and Bank of America, N.A., as amended May 11, 2007.		8-K	May 16, 2007	4.8
10.1	The 1996 Stock Incentive Plan of CACI International Inc. *****		S-8	February 15, 2005	4.3
10.2	Form of Stock Option Agreement between CACI International Inc and certain employees. *****		10-K	September 27, 2002	10.10
10.3	Form of Performance Accelerated Stock Option Agreement between CACI International Inc and certain employees. *****		10-K	September 27, 2002	10.11
10.4	The 2002 Employee Stock Purchase Plan of CACI International Inc, as amended. *****		Def 14A	October 7, 2009	Appendix A
10.5	Amended and Restated Management Stock Purchase Plan of CACI International Inc. *****		10-K	August 27, 2008	10.5
10.6	Amended and Restated Director Stock Purchase Plan of CACI International Inc. *****		10-K	August 25, 2010	10.6
10.7	Purchase Agreement, dated May 10, 2007, among CACI International Inc and J.P. Morgan Securities Inc., Banc of America Securities LLC, Morgan Stanley & Co. Incorporated, Raymond James & Associates, Inc., SunTrust Capital Markets, Inc. and Wachovia Capital Markets, LLC.		8-K	May 16, 2007	10.1
10.8	Amended and Restated Employment Agreement dated July 1, 2007 between J.P. London and CACI International Inc. *****		10-K	August 29, 2007	10.21
10.9	Employment Agreement dated July 1, 2007 between Paul M. Cofoni and CACI International Inc. *****		10-K	August 29, 2007	10.22

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Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
10.10	Severance Compensation Agreement dated July 1, 2007 between William M. Fairl and CACI International Inc. *****		10-K	August 29, 2007	10.24
10.11	Severance Compensation Agreement dated October 1, 2007 between Thomas A. Mutryn and CACI International Inc. *****		S-1/A	October 9, 2007	10.25
10.12	Severance Compensation Agreement dated June 16, 2008 between Gregory R. Bradford and CACI International Inc. *****		10-K	August 27, 2008	10.23
10.13	CACI International Inc 2006 Stock Incentive Plan, as amended and restated.*		Def 14A	October 7, 2009	Appendix B
10.14	Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives.*		S-8	February 4, 2009	10.2
10.15	Form of Performance Restricted Stock Unit Grant Agreement for Grantees who are Not Eligible for Grandfathered Retirement.*		S-8	February 4, 2009	10.3
10.16	Form of Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives.*		S-8	February 4, 2009	10.4
10.17	Form of Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement.*		S-8	February 4, 2009	10.5
10.18	Form of Stock-Settled Stock Appreciation Rights Grant Agreement.*		S-8	February 4, 2009	10.6
10.19	Form of Non-Employee Director Restricted Stock Unit Grant Agreement.*		S-8	February 4, 2009	10.7
10.20	CACI International Inc Supplemental Executive Retirement Plan for Paul M. Cofoni, President and Chief Executive Officer.*		10-Q	February 5, 2009	10.1

Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
10.21	Amendment to the CACI International Inc 2006 Stock Incentive Plan dated June 23, 2010.*		10-K	August 25, 2010	10.33
10.22	Amendment to the CACI International Inc Management Stock Purchase Plan dated June 23, 2010.*		10-K	August 25, 2010	10.34
10.23	Form of Indemnification Agreement between CACI International Inc and its directors and certain executive officers.		10-K	August 25, 2010	10.35
10.24	Credit Agreement by and among CACI International Inc as borrower; Bank of America, N.A. as administrative agent, swing line lender and L/C issuer; JP Morgan Chase Bank, N.A., as syndication agent; and each of the lenders named therein.*		10-Q	November 4, 2010	10.1
10.25	Form of Performance Restricted Stock Unit Grant Agreement between CACI International Inc and certain employees.*		10-Q	February 4, 2011	10.2
10.26	Form of Non-Employee Director Restricted Stock Unit Grant Agreement.*		10-Q	February 4, 2011	10.3
10.27	Form of Restricted Stock Unit Grant Agreement for Grantees enrolled in the Management Stock Purchase Plan of CACI International Inc.*		10-Q	February 4, 2011	10.4
10.28	Addendum to Employee Agreement and Severance Compensation Agreement dated December 3, 2010 between Randall C. Fuerst and CACI International Inc.*		10-Q	February 4, 2011	10.5
10.29	Form of CACI International Inc 2006 Stock Incentive Plan Restricted Stock Unit (RSU) Grant Agreement.*		10-Q	May 6, 2011	10.1
10.30	Form of Non-Employee Director Restricted Stock Unit Grant Agreement.*		10-K	August 29, 2011	10.30

Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference Form	Filing Date	Exhibit No.
10.31	Severance Compensation Agreement between CACI International Inc and Daniel D. Allen dated October 3, 2011.*		10-Q	November 7, 2011	10.1
10.32	Amendment dated November 18, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks.*		8-K	November 22, 2011	10.3
10.33	Form of Restricted Stock Unit (RSU) Agreement under CACI International Inc Management Stock Purchase Plan.*		S-8	February 6, 2012	10.13
10.34	Form of Performance RSU Grant Agreement under CACI International Inc 2006 Stock Incentive Plan.*		S-8	February 6, 2012	10.14
10.35	Form of Stock Grant Agreement under CACI International Inc Director Stock Purchase Plan.*		S-8	February 6, 2012	10.15
10.36	Amended and Restated Director Stock Purchase Plan of CACI International Inc.*		10-Q	May 4, 2012	10.1
10.37	CACI International Inc Supplemental Executive Retirement Plan for Daniel D. Allen	X			
10.38	Severance Compensation Agreement dated July 1, 2012 between John S. Mengucci and CACI International Inc.*	X			
10.39	Confirmation from Bank of America, N.A. to CACI International Inc dated August 24, 2011, regarding Issuer Forward Repurchase Transaction.	X			
10.40	Employment Agreement dated as of July 1, 2012 between Paul M. Cofoni and CACI International Inc.*	X			
21.1	Significant Subsidiaries of the Registrant.	X			
23.1	Consent of Independent Registered Public Accounting Firm.	X			

Exhibit No.	Description	Filed with this Form 10-K	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities and Exchange Commission.	X			
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities and Exchange Commission.	X			
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.	X			
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.	X			
99.1	Certification of Chief Executive Officer pursuant to Regulation 303A.12(b) of the New York Stock Exchange.	X			
101	The following materials from the CACI International Inc Annual Report on Form 10-K for the year ended June 30, 2012 formatted in eXtensible Business Reporting Language (XBRL): (i) Consolidated Statements of Operations for the years ended June 30, 2012, 2011 and 2010, (ii) Consolidated Balance Sheets as of June 30, 2012 and 2011, (iii) Consolidated Statements of Cash Flows for the years ended June 30, 2012, 2011 and 2010, (iv) Consolidated Statements of Shareholders' Equity for the years ended June 30, 2012, 2011 and 2010, (v) Consolidated Statements of Comprehensive Income for the years ended June 30, 2012, 2011 and 2010, and (vi) Notes to Consolidated Financial Statements.**				

* Denotes a management contract, compensatory plan, or arrangement.
** Submitted electronically herewith.

Report of Management on Internal Control Over Financial Reporting

August 28, 2012

To the Stockholders
CACI International Inc

The management of CACI International Inc is responsible for establishing and maintaining effective internal control over financial reporting, and for assessing the effectiveness of internal control over financial reporting. Management maintains a comprehensive system of internal controls intended to ensure that transactions are executed in accordance with management's authorization, that assets are safeguarded, and that financial records are reliable. CACI International Inc's internal control system is designed to provide reasonable assurance to Company management and its Board of Directors regarding the preparation and fair presentation of consolidated financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

Due to inherent limitations, internal control systems can provide only reasonable assurance with respect to financial statement preparation and presentation, and may not prevent or detect financial statement misstatements. Also, projections of any evaluation of internal control effectiveness to future periods are subject to the risk that existing controls may become inadequate because of changing conditions, or that the degree of compliance with existing policies and procedures may deteriorate.

The Company's management, with the participation of its Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of CACI International Inc's internal control over financial reporting based on the framework and criteria established in *Internal Control-Integrated Framework* , issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, our management has concluded that CACI International Inc's internal control over financial reporting was effective as of June 30, 2012.

Ernst & Young LLP, an independent registered public accounting firm, has audited the Company's consolidated financial statements included herein and has reported on the Company's internal control over financial reporting as of June 30, 2012.

/s/ DANIEL D. ALLEN	/s/ THOMAS A. MUTRYN
Daniel D. Allen	**Thomas A. Mutryn**
President and	**Executive Vice President and**
Chief Executive Officer	**Chief Financial Officer**

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

Board of Directors and Stockholders
CACI International Inc

We have audited CACI International Inc's internal control over financial reporting as of June 30, 2012, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). CACI International Inc's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, CACI International Inc maintained, in all material respects, effective internal control over financial reporting as of June 30, 2012, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of CACI International Inc as of June 30, 2012 and 2011, and the related consolidated statements of operations, shareholders' equity, cash flows, and comprehensive income for each of the three years in the period ended June 30, 2012 of CACI International Inc, and our report dated August 28, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

McLean, Virginia
August 28, 2012

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
CACI International Inc

We have audited the accompanying consolidated balance sheets of CACI International Inc as of June 30, 2012 and 2011, and the related consolidated statements of operations, shareholders' equity, cash flows, and comprehensive income for each of the three years in the period ended June 30, 2012. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of CACI International Inc at June 30, 2012 and 2011, and the consolidated results of its operations and its cash flows for each of the three years in the period ended June 30, 2012, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), CACI International Inc's internal control over financial reporting as of June 30, 2012, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated August 28, 2012, expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

McLean, Virginia
August 28, 2012

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CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF OPERATIONS
(amounts in thousands, except per share data)

	Fiscal year ended June 30,		
	2012	2011	2010
Revenue	$3,774,473	$3,577,780	$3,149,131
Costs of revenue:			
Direct costs	2,598,890	2,528,660	2,207,574
Indirect costs and selling expenses	819,772	741,652	693,736
Depreciation and amortization	55,962	56,067	53,039
Total costs of revenue	3,474,624	3,326,379	2,954,349
Income from operations	299,849	251,401	194,782
Interest expense and other, net	24,101	23,144	26,353
Income before income taxes	275,748	228,257	168,429
Income taxes	107,537	83,105	61,171
Net income including portion attributable to noncontrolling interest in earnings of joint venture	168,211	145,152	107,258
Noncontrolling interest in earnings of joint venture	(757)	(934)	(743)
Net income attributable to CACI	$ 167,454	$ 144,218	$ 106,515
Basic earnings per share	$ 6.18	$ 4.76	$ 3.53
Diluted earnings per share	$ 5.96	$ 4.61	$ 3.47
Weighted-average basic shares outstanding	27,077	30,281	30,138
Weighted-average diluted shares outstanding	28,111	31,300	30,676

See Notes to Consolidated Financial Statements.

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CACI INTERNATIONAL INC

CONSOLIDATED BALANCE SHEETS
(amounts in thousands, except per share data)

	June 30, 2012	June 30, 2011
ASSETS		
Current assets:		
Cash and cash equivalents	$ 15,740	$ 164,817
Accounts receivable, net	628,842	573,042
Deferred income taxes	16,747	16,080
Prepaid expenses and other current assets	24,463	28,139
Total current assets	685,792	782,078
Goodwill	1,406,953	1,266,285
Intangible assets, net	114,816	108,102
Property and equipment, net	67,449	62,755
Supplemental retirement savings plan assets	77,371	66,880
Accounts receivable, long-term	9,942	8,657
Other long-term assets	30,553	25,374
Total assets	$2,392,876	$2,320,131
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 7,500	$ 7,500
Accounts payable	149,549	98,893
Accrued compensation and benefits	180,871	173,586
Other accrued expenses and current liabilities	147,009	157,242
Total current liabilities	484,929	437,221
Long-term debt, net of current portion	531,961	402,437
Supplemental retirement savings plan obligations, net of current portion	73,176	64,868
Deferred income taxes	86,414	68,123
Other long-term liabilities	51,951	37,866
Total liabilities	1,228,431	1,010,515
Commitments and contingencies		
Shareholders' equity:		
Preferred stock $0.10 par value, 10,000 shares authorized, no shares issued	—	—
Common stock $0.10 par value, 80,000 shares authorized, 40,626 and 40,273 shares issued, respectively	4,062	4,027
Additional paid-in capital	525,121	504,156
Retained earnings	1,105,949	938,495
Accumulated other comprehensive loss	(7,834)	(3,115)
Treasury stock, at cost (15,988 and 10,077 shares, respectively)	(465,303)	(136,631)
Total CACI shareholders' equity	1,161,995	1,306,932
Noncontrolling interest in joint venture	2,450	2,684
Total shareholders' equity	1,164,445	1,309,616
Total liabilities and shareholders' equity	$2,392,876	$2,320,131

See Notes to Consolidated Financial Statements.

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CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF CASH FLOWS
(amounts in thousands)

	Fiscal year ended June 30, 2012	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income including portion attributable to noncontrolling interest in earnings of joint venture	$ 168,211	$ 145,152	$ 107,258
Reconciliation of net income including portion attributable to noncontrolling interest to net cash provided by operating activities:			
Depreciation and amortization	55,962	56,067	53,039
Non-cash interest expense	12,024	11,235	10,499
Amortization of deferred financing costs	2,237	2,785	2,356
Stock-based compensation expense	15,499	17,915	30,750
Deferred income tax expense (benefit)	10,653	7,587	(4,703)
Undistributed earnings of unconsolidated joint venture	(1,728)	(1,755)	—
Other	1,322	—	—
Changes in operating assets and liabilities, net of effect of business acquisitions:			
Accounts receivable, net	(33,919)	(23,624)	(49,291)
Prepaid expenses and other assets	(11,064)	(18,391)	(11,628)
Accounts payable and other accrued expenses	41,879	(8,394)	49,910
Accrued compensation and benefits	(4,532)	13,085	9,423
Income taxes payable and receivable	930	8,590	3,288
Deferred rent	(2,878)	809	(145)
Supplemental retirement savings plan obligations and other long-term liabilities	12,092	14,903	8,588
Net cash provided by operating activities	266,688	225,964	209,344
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital expenditures	(18,284)	(14,388)	(22,503)
Cash paid for business acquisitions, net of cash acquired	(185,926)	(129,689)	(87,943)
Investment in unconsolidated joint venture, net	—	(5,964)	(2,428)
Other	(158)	798	(3)
Net cash used in investing activities	(204,368)	(149,243)	(112,877)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from borrowings under bank credit facilities, net of financing costs	1,093,751	343,978	—
Payments made under bank credit facilities	(977,500)	(482,403)	(53,600)
Payment of contingent consideration	(21,611)	(3,345)	—
Proceeds from employee stock purchase plans	4,095	4,116	4,501
Proceeds from exercise of stock options	7,466	22,077	5,589
Repurchases of common stock	(316,563)	(53,647)	(3,496)
Other	(584)	1,546	(7)
Net cash used in financing activities	(210,946)	(167,678)	(47,013)
Effect of exchange rate changes on cash and cash equivalents	(451)	1,231	(3,399)
Net (decrease) increase in cash and cash equivalents	(149,077)	(89,726)	46,055
Cash and cash equivalents, beginning of year	164,817	254,543	208,488
Cash and cash equivalents, end of year	$ 15,740	$ 164,817	$ 254,543
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION			
Cash paid for income taxes, net of refunds	$ 94,994	$ 65,875	$ 66,713
Cash paid for interest	$ 12,447	$ 10,709	$ 13,694
Non-cash financing and investing activities:			
Landlord-financed leasehold improvements	$ 5,010	$ 2,853	$ 16,815

See Notes to Consolidated Financial Statements.

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CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(amounts in thousands)

	Preferred Stock		Common Stock		Additional		Accumulated Other Comprehensive	Treasury Stock		Total CACI Shareholders'	Noncontrolling	Total Shareholders'
	Shares	Amount	Shares	Amount	Paid-in Capital	Retained Earnings	Income (Loss)	Shares	Amount	Equity	Interest in Joint Venture	Equity
BALANCE, June 30, 2009	—	$ —	39,091	$ 3,909	$ 425,993	$ 687,762	$ (3,248)	9,118	$ (86,683)	$ 1,027,733	1,875	$ 1,029,608
Net income attributable to CACI	—	—	—	—	—	106,515	—	—	—	106,515	—	106,515
Noncontrolling interest in earnings of joint venture	—	—	—	—	—	—	—	—	—	—	743	743
Stock-based compensation expense	—	—	—	—	30,750	—	—	—	—	30,750	—	30,750
Exercise of stock options and vesting of restricted stock units	—	—	275	28	4,554	—	—	—	—	4,582	—	4,582
Adjustment for unrecognized tax benefit	—	—	—	—	7,775	—	—	—	—	7,775	—	7,775
Currency translation adjustment	—	—	—	—	—	—	(7,751)	—	—	(7,751)	—	(7,751)
Change in fair value of interest rate swap agreements, net	—	—	—	—	—	—	1,045	—	—	1,045	—	1,045
Repurchases of common stock	—	—	—	—	—	—	—	75	(3,496)	(3,496)	—	(3,496)
Treasury stock issued under stock purchase plans	—	—	—	—	(113)	—	—	(76)	3,526	3,413	—	3,413
Post-retirement benefit costs	—	—	—	—	—	—	147	—	—	147	—	147
Net distributions to noncontrolling interest	—	—	—	—	—	—	—	—	—	—	(176)	(176)
BALANCE, June 30, 2010	—	—	39,366	3,937	468,959	794,277	(9,807)	9,117	(86,653)	1,170,713	2,442	1,173,155
Net income attributable to CACI	—	—	—	—	—	144,218	—	—	—	144,218	—	144,218
Noncontrolling interest in earnings of joint venture	—	—	—	—	—	—	—	—	—	—	934	934
Stock-based compensation expense	—	—	—	—	17,915	—	—	—	—	17,915	—	17,915
Exercise of stock options and vesting of restricted stock units	—	—	907	90	16,773	—	—	—	—	16,863	—	16,863
Adjustment for unrecognized tax benefit	—	—	—	—	335	—	—	—	—	335	—	335
Currency translation adjustment	—	—	—	—	—	—	6,716	—	—	6,716	—	6,716
Repurchases of common stock	—	—	—	—	—	—	—	1,041	(53,647)	(53,647)	—	(53,647)
Treasury stock issued under stock purchase plans	—	—	—	—	174	—	—	(81)	3,669	3,843	—	3,843
Post-retirement benefit costs	—	—	—	—	—	—	(24)	—	—	(24)	—	(24)
Net distributions to noncontrolling interest	—	—	—	—	—	—	—	—	—	—	(692)	(692)
BALANCE, June 30, 2011	—	—	40,273	4,027	504,156	938,495	(3,115)	10,077	(136,631)	1,306,932	2,684	1,309,616
Net income attributable to CACI	—	—	—	—	—	167,454	—	—	—	167,454	—	167,454

Noncontrolling interest in earnings of joint venture	—	—	—	—	—	—	—	—	—	—	757	757
Stock-based compensation expense	—	—	—	—	15,499	—	—	—	—	15,499	—	15,499
Exercise of stock options and vesting of restricted stock units	—	—	353	35	1,170	—	—	—	—	1,205	—	1,205
Currency translation adjustment	—	—	—	—	—	—	(3,105)	—	—	(3,105)	—	(3,105)
Change in fair value of interest rate swap agreements, net	—	—	—	—	—	—	(1,332)	—	—	(1,332)	—	(1,332)
Repurchases of common stock	—	—	—	—	—	—	—	6,000	(328,890)	(328,890)	—	(328,890)
Treasury stock issued under stock purchase plans	—	—	—	—	4,296	—	—	(89)	218	4,514	—	4,514
Post-retirement benefit costs	—	—	—	—	—	—	(282)	—	—	(282)	—	(282)
Net distributions to noncontrolling interest	—	—	—	—	—	—	—	—	—	—	(991)	(991)
BALANCE, June 30, 2012	—	$ —	40,626	$ 4,062	$ 525,121	$1,105,949	$ (7,834)	15,988	$(465,303)	$ 1,161,995	$ 2,450	$ 1,164,445

See Notes to Consolidated Financial Statements.

CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(amounts in thousands)

	Fiscal year ended June 30,		
	2012	2011	2010
Net income including portion attributable to noncontrolling interest in earnings of joint venture	$168,211	$145,152	$107,258
Change in foreign currency translation adjustment	(3,105)	6,716	(7,751)
Effect of changes in actuarial assumptions and recognition of prior service cost	(282)	(24)	147
Change in fair value of interest rate swap agreements	(1,332)	—	1,045
Comprehensive income	$163,492	$151,844	$100,699

See Notes to Consolidated Financial Statements.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION AND BASIS OF PRESENTATION

Business Activities

CACI International Inc, along with its wholly-owned subsidiaries and joint ventures that are more than 50 percent owned or otherwise controlled by it (collectively, the Company), is an international information solutions and services provider to its clients, primarily the U.S. government. Other customers include state and local governments, commercial enterprises and agencies of foreign governments.

The Company's operations are subject to certain risks and uncertainties including, among others, the dependence on contracts with federal government agencies, dependence on revenue derived from contracts awarded through competitive bidding, existence of contracts with fixed pricing, dependence on subcontractors to fulfill contractual obligations, dependence on key management personnel, ability to attract and retain qualified employees, ability to successfully integrate acquired companies, and current and potential competitors with greater resources.

Basis of Presentation

The accompanying consolidated financial statements of the Company have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) and include the assets, liabilities, results of operations and cash flows for the Company, including its subsidiaries and joint ventures that are more than 50 percent owned or otherwise controlled by the Company. All intercompany balances and transactions have been eliminated in consolidation.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

The Company generates almost all of its revenue from three different types of contractual arrangements: cost-plus-fee contracts, time and materials contracts, and fixed price contracts. Revenue on cost-plus-fee contracts is recognized to the extent of costs incurred plus an estimate of the applicable fees earned. The Company considers fixed fees under cost-plus-fee contracts to be earned in proportion to the allowable costs incurred in performance of the contract. For cost-plus-fee contracts that include performance based fee incentives, and that are subject to the provisions of Accounting Standards Codification (ASC) 605-35, *Revenue Recognition—Construction-Type and Production-Type Contracts* (ASC 605-35), the Company recognizes the relevant portion of the expected fee to be awarded by the customer at the time such fee can be reasonably estimated, based on factors such as the Company's prior award experience and communications with the customer regarding performance. For such cost-plus-fee contracts subject to the provisions of ASC 605-10-S99, *Revenue Recognition—SEC Materials* (ASC 605-10-S99), the Company recognizes the relevant portion of the fee upon customer approval. Revenue on time and material contracts is recognized to the extent of billable rates times hours delivered for services provided, to the extent of material cost for products delivered to customers, and to the extent of expenses incurred on behalf of the customers. Shipping and handling fees charged to the customers are recognized as revenue at the time products are delivered to the customers.

The Company has four basic categories of fixed price contracts: fixed unit price, fixed price-level of effort, fixed price-completion, and fixed price-license. Revenue on fixed unit price contracts, where specified units of output under service arrangements are delivered, is recognized as units are delivered based on the specified price per unit. Revenue on fixed unit price maintenance contracts is recognized ratably over the length of the service period. Revenue for fixed price-level of effort contracts is recognized based upon the number of units of labor actually delivered multiplied by the agreed rate for each unit of labor.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A significant portion of the Company's fixed price-completion contracts involve the design and development of complex client systems. For these contracts that are within the scope of ASC 605-35, revenue is recognized on the percentage-of-completion method using costs incurred in relation to total estimated costs. For fixed price-completion contracts that are not within the scope of ASC 605-35, revenue is generally recognized ratably over the service period. The Company's fixed price-license agreements and related services contracts are primarily executed in its international operations. As the agreements to deliver software require significant production, modification or customization of software, revenue is recognized using the contract accounting guidance of ASC 605-35. For agreements to deliver data under license and related services, revenue is recognized as the data is delivered and services are performed. Except for losses on contracts accounted for under ASC 605-10-S99, provisions for estimated losses on uncompleted contracts are recorded in the period such losses are determined. Losses on contracts accounted for under ASC 605-10-S99 are recognized as the services and materials are provided.

The Company's contracts may include the provision of more than one of its services. In these situations, and for applicable arrangements, revenue recognition includes the proper identification of separate units of accounting and the allocation of revenue across all elements based on relative fair values, with proper consideration given to the guidance provided by other authoritative literature.

Contract accounting requires judgment relative to assessing risks, estimating contract revenue and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of the Company's contracts, the estimation of total revenue and cost at completion is complicated and subject to many variables. Contract costs include material, labor, subcontracting costs, and other direct costs, as well as an allocation of allowable indirect costs. Assumptions have to be made regarding the length of time to complete the contract because costs also include expected increases in wages and prices for materials. For contract change orders, claims or similar items, the Company applies judgment in estimating the amounts and assessing the potential for realization. These amounts are only included in contract value when they can be reliably estimated and realization is considered probable. Incentives or penalties related to performance on contracts are considered in estimating sales and profit rates, and are recorded when there is sufficient information for the Company to assess anticipated performance. Estimates of award fees for certain contracts are also a factor in estimating revenue and profit rates based on actual and anticipated awards.

Long-term development and production contracts make up a large portion of the Company's business, and therefore the amounts recorded in the Company's financial statements using contract accounting methods are material. For federal government contracts, the Company follows U.S. government procurement and accounting standards in assessing the allowability and the allocability of costs to contracts. Due to the significance of the judgments and estimation processes, it is likely that materially different amounts could be recorded if the Company used different assumptions or if the underlying circumstances were to change. The Company closely monitors compliance with, and the consistent application of, its critical accounting policies related to contract accounting. Business operations personnel conduct thorough periodic contract status and performance reviews. When adjustments in estimated contract revenue or costs are required, any changes from prior estimates are generally included in earnings in the current period. Also, regular and recurring evaluations of contract cost, scheduling and technical matters are performed by management personnel who are independent from the business operations personnel performing work under the contract. Costs incurred and allocated to contracts with the U.S. government are scrutinized for compliance with regulatory standards by Company personnel, and are subject to audit by the Defense Contract Audit Agency (DCAA).

From time to time, the Company may proceed with work based on client direction prior to the completion and signing of formal contract documents. The Company has a formal review process for approving any such work. Revenue associated with such work is recognized only when it can be reliably estimated and realization is probable. The Company bases its estimates on previous experiences with the client, communications with the client regarding funding status, and its knowledge of available funding for the contract or program.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The Company's U.S. government contracts (94.5 percent of total revenue in the year ended June 30, 2012) are subject to subsequent government audit of direct and indirect costs. Incurred cost audits have been completed through June 30, 2005. Management does not anticipate any material adjustment to the consolidated financial statements in subsequent periods for audits not yet started or completed.

Costs of Revenue

Costs of revenue include all direct contract costs as well as indirect overhead costs and selling, general and administrative expenses that are allowable and allocable to contracts under federal procurement standards. Costs of revenue also include costs and expenses that are unallowable under applicable procurement standards, and are not allocable to contracts for billing purposes. Such costs and expenses do not directly generate revenue, but are necessary for business operations.

Cash and Cash Equivalents

The Company considers all investments with an original maturity of three months or fewer on their trade date to be cash equivalents. The Company classifies investments with an original maturity of more than three months but fewer than twelve months on their trade date as short-term marketable securities.

Investments in Marketable Securities

From time to time, the Company invests in marketable securities that are classified as available-for-sale and are reported at fair value. Unrealized gains and losses as a result of changes in the fair value of the available-for-sale investments are recorded as a separate component within accumulated other comprehensive income in the accompanying consolidated balance sheets. For securities classified as trading securities, unrealized gains and losses are reported in the consolidated statement of operations and impact net earnings.

The fair value of marketable securities is determined based on quoted market prices at the reporting date for those securities. The cost of securities sold is determined using the specific identification method. Premiums and discounts are amortized over the period from acquisition to maturity, and are included in investment income, along with interest and dividends.

Allowance For Doubtful Accounts

The Company establishes bad debt reserves against certain billed receivables based upon the latest information available to determine whether invoices are ultimately collectible. Whenever judgment is involved in determining the estimates, there is the potential for bad debt expense and the fair value of accounts receivable to be misstated. Given that the Company primarily serves the U.S. government and that, in management's opinion, the Company has sufficient controls in place to properly recognize revenue, the Company believes the risk to be relatively low that a misstatement of accounts receivable would have a material impact on its consolidated financial statements. Accounts receivable balances are written-off when the balance is deemed uncollectible after exhausting all reasonable means of collection.

Inventories

Inventories are stated at the lower of cost or market using the specific identification cost method, and are recorded within prepaid expenses and other current assets on the accompanying consolidated balance sheets.

Goodwill

Goodwill represents the excess of costs over the fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually or if impairment indicators are present. The evaluation includes comparing the fair value of the relevant reporting unit to the carrying value, including goodwill, of such unit. If the fair value exceeds the carrying value, no impairment loss is recognized. However, if the carrying value of the reporting unit exceeds its fair value, the goodwill of the reporting unit may be impaired. Impairment is measured by comparing the derived fair value of the goodwill to its carrying value.

The Company has two reporting units—domestic operations and international operations. Its reporting units are the same as its operating segments. Approximately 94 percent of the Company's goodwill is attributable to its domestic operations. The Company estimates the fair value of its reporting units using both an income approach and a market approach. The valuation process considers management's estimates of the future operating performance of each reporting unit. Companies in similar industries are researched and analyzed and management considers the domestic and international economic and financial market conditions, both in general and specific to the industry in which the Company operates, prevailing as of the valuation date. The income approach utilizes discounted cash flows. The Company calculates a weighted average cost of capital for each reporting unit in order to estimate the discounted cash flows. The Company performs its annual testing for impairment of goodwill and other indefinite life intangible assets as of June 30 of each year. The fair value of each of the Company's reporting units as of June 30, 2012 exceeded its carrying value.

Long-Lived Assets (Excluding Goodwill)

Long-lived assets such as property and equipment and intangible assets subject to amortization are reviewed for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized if the sum of the long-term undiscounted cash flows is less than the carrying amount of the long-lived asset being evaluated. Any write-downs are treated as permanent reductions in the carrying amount of the assets. Property and equipment is recorded at cost. Depreciation of equipment and furniture has been provided over the estimated useful life of the respective assets (ranging from three to eight years) using the straight-line method. Leasehold improvements are generally amortized using the straight-line method over the remaining lease term or the useful life of the improvements, whichever is shorter. Repairs and maintenance costs are expensed as incurred. Separately identifiable intangible assets with estimable useful lives are amortized over their respective estimated useful lives to their estimated residual values. The Company believes that the carrying values of its long-lived assets as of June 30, 2012 and 2011 are fully realizable.

External Software Development Costs

Costs incurred in creating a software product to be sold or licensed for external use are charged to expense when incurred as indirect costs and selling expenses until technological feasibility has been established for the software. Technological feasibility is established upon completion of a detailed program design or, in its absence, completion of a working software version. Thereafter, all such software development costs are capitalized and subsequently reported at the lower of unamortized cost or estimated net realizable value. Capitalized costs are amortized on a straight-line basis over the remaining estimated economic life of the product.

Supplemental Retirement Savings Plan

The Company maintains the CACI International Inc Group Executive Retirement Plan (the Supplemental Savings Plan) and maintains the underlying assets in a Rabbi Trust. The Supplemental Savings Plan is a non-qualified defined contribution supplemental retirement savings plan for certain key employees whereby participants may elect to defer and contribute a portion of their compensation, as permitted by the plan. Each participant directs his or her investments in the Supplemental Savings Plan (see Note 20).

A Rabbi Trust is a grantor trust established to fund compensation for a select group of management. The assets of this trust are available to satisfy the claims of general creditors in the event of bankruptcy of the Company. The assets held by the Rabbi Trust are invested in both corporate owned life insurance (COLI) products and in non-COLI products. The COLI products are recorded at cash surrender value in the consolidated financial statements as supplemental retirement savings plan assets and the non-COLI products are recorded at fair value in the consolidated financial statements as supplemental retirement savings plan assets. The amounts due to participants are based on contributions, participant investment elections, and other participant activity and are recorded as supplemental retirement savings plan obligations.

Income Taxes

Income taxes are accounted for using the asset and liability method whereby deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the consolidated financial statement carrying amounts of assets and liabilities, and their respective tax bases, and operating loss and tax credit carry forwards. The Company accounts for tax contingencies in accordance with updates made to ASC 740-10-25, *Income Taxes – Recognition* . Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities due to a change in tax rates is recognized in income in the period that includes the enactment date. Estimates of the realizability of deferred tax assets are based on the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies. Any interest or penalties incurred in connection with income taxes are recorded as part of income tax expense for financial reporting purposes.

Costs of Acquisitions

Costs associated with legal, financial and other professional advisors related to acquisitions, whether successful or unsuccessful, are expensed as incurred.

Foreign Currency Translation

The assets and liabilities of the Company's foreign subsidiaries whose functional currency is other than the U.S. dollar are translated at the exchange rate in effect on the reporting date, and income and expenses are translated at the weighted-average exchange rate during the period. The Company's primary practice is to negotiate contracts in the same currency in which the predominant expenses are incurred, thereby mitigating the exposure to foreign currency fluctuations. The net translation gains and losses are not included in determining net income, but are accumulated as a separate component of shareholders' equity. Foreign currency transaction gains and losses are included in determining net income, but are insignificant. These costs are included as indirect costs and selling expenses in the accompanying consolidated statements of operations.

Earnings Per Share

Basic earnings per share excludes dilution and is computed by dividing income by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflects potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock but not securities that are anti-dilutive, including stock options and stock settled stock appreciation rights

(SSARs) with an exercise price greater than the average market price of the Company's common stock. Using the treasury stock method, diluted earnings per share includes the incremental effect of SSARs, stock options, restricted shares, and those restricted stock unit (RSUs) that are no longer subject to a market or performance condition. When applicable, diluted earnings per share reflects the dilutive effects of shares issuable under the Company's $300.0 million of 2.125 percent convertible senior subordinated notes that were issued on May 16, 2007 and mature on May 1, 2014 (the Notes), and warrants to issue 5.5 million shares of CACI common stock at an exercise price of $68.31 per share that were issued in May 2007. Information about the weighted-average number of basic and diluted shares is presented in Note 23.

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and amounts included in other current assets and current liabilities that meet the definition of a financial instrument approximate fair value because of the short-term nature of these amounts.

The fair value of the Company's debt under its bank credit facility approximates its carrying value at June 30, 2012. The fair value of the Company's debt under its bank credit facility was estimated using market data on companies with a corporate rating similar to CACI's that have recently priced credit facilities. The fair value of the Notes is based on quoted market prices using Level 1 inputs (see Notes 13 and 22).

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to credit risk include accounts receivable and cash equivalents. Management believes that credit risk related to the Company's accounts receivable is limited due to a large number of customers in differing segments and agencies of the U.S. government. Accounts receivable credit risk is also limited due to the credit worthiness of the U.S. government. Management believes the credit risk associated with the Company's cash equivalents is limited due to the credit worthiness of the obligors of the investments underlying the cash equivalents. In addition, although the Company maintains cash balances at financial institutions that exceed federally insured limits, these balances are placed with high quality financial institutions.

Comprehensive Income

Comprehensive income is the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Other comprehensive income refers to revenue, expenses, and gains and losses that under U.S. GAAP are included in comprehensive income, but excluded from the determination of net income. The elements within other comprehensive income consist of foreign currency translation adjustments; the changes in the fair value of interest rate swap agreements, net of tax; and differences between actual amounts and estimates based on actuarial assumptions and the effect of changes in actuarial assumptions made under the Company's post-retirement benefit plans, net of tax (see Note 15).

As of June 30, 2012 and 2011, accumulated other comprehensive loss included a loss of $5.5 million and $2.4 million, respectively, related to foreign currency translation adjustments and a loss of $1.0 million and $0.7 million, respectively, related to unrecognized post-retirement medical plan costs. Accumulated other comprehensive loss as of June 30, 2012 also included $1.3 million of losses related to the fair value of its interest rate swaps agreements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reported periods. The significant management estimates include estimated costs to complete fixed-price contracts, estimated award fees for contracts accounted for under ASC 605-35, amortization periods for long-lived intangible assets, recoverability of long-lived assets, reserves for accounts receivable, reserves for contract related matters, reserves for unrecognized tax benefits, and loss contingencies. Actual results could differ from these estimates.

Commitments and Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment and/or remediation can be reasonably estimated.

Reclassifications

Certain reclassifications have been made to the prior years' financial statements in order to conform to the current presentation.

NOTE 3. RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2011, the FASB issued Accounting Standards Update (ASU) No. 2011-05, *Presentation of Comprehensive Income* (ASU 2011-05) which amends ASC Topic 220, *Comprehensive Income* . This accounting update requires companies to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. ASU 2011-05 is effective for the Company beginning July 1, 2012. The adoption of ASU 2011-05 will impact disclosures only and will not impact the Company's financial position or results of operations.

In September 2011, the FASB issued ASU No. 2011-08, *Intangibles-Goodwill and Other (Topic 350): Testing Goodwill for Impairment* (ASU 2011-08), which simplifies how an entity tests goodwill for impairment. The amendments permit an entity to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. Accordingly, an entity will no longer be required to calculate the fair value of a reporting unit in the step one test unless the entity determines, based on a qualitative assessment, that it is more likely than not that its fair value is less than its carrying amount. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, with early adoption permitted. The adoption of this ASU is not expected to significantly impact the Company's consolidated financial statements.

NOTE 4. ACQUISITIONS

Year Ended June 30, 2012

During the year ended June 30, 2012, the Company completed acquisitions of five businesses that have added to the Company's portfolio of cyber security and information technology modernization solutions, three in the United States and two in Europe, as follows:

- On July 1, 2011, the acquisition of 100 percent of Pangia Technologies, LLC (Pangia), a United States-based company that provides technical solutions in the areas of computer network operations, information assurance, mission systems, software and systems engineering, and IT infrastructure support to the US government;

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

- On September 1, 2011, the acquisition of 100 percent of Paradigm Holdings, Inc., the parent of Paradigm Solutions Corporation (Paradigm), a United States-based company that provides cybersecurity and enterprise IT solutions to clients in federal civilian agencies, the Department of Defense, and the Intelligence Community;
- On October 3, 2011, the acquisition of 100 percent of Advanced Programs Group, LLC (APG), a United States-based company that provides Oracle e-Business Services in the Federal market;
- On February 1, 2012, the acquisition of 100 percent of Tomorrow Communications Ltd (TCL), a United Kingdom company specializing in the design, implementation and on-going management and support of data networks operated by large commercial companies; and
- On May 25, 2012, the acquisition of 100 percent of PSB Informatiesystemen BV (PSB), a Dutch company that sells and maintains its proprietary ‘OSIRIS’ student administration system used throughout the Dutch higher education sector.

The combined initial purchase consideration paid to acquire these five businesses was approximately $187.1 million, of which $10.0 million was deposited into escrow accounts pending final determination of the net worth of the assets acquired and to secure the sellers’ indemnification obligations for the United States-based acquisitions and approximately $2.4 million was retained by the Company to secure the European-based sellers’ indemnification obligations (collectively, Indemnification Amounts). Remaining Indemnification Amounts, if any, at the end of the indemnification periods will be distributed to the sellers. All remaining Indemnification Amounts, if any, are expected to be distributed to the sellers by May 2014.

Subsequent to the dates of the acquisitions, the Company and the sellers of each company agreed on the net worth of the assets acquired in each acquisition and, as a result, the Company paid an additional $6.1 million of purchase consideration. In addition, the Company may be required to pay to the sellers of TCL additional consideration of up to approximately $6.2 million based upon events to occur in the first year subsequent to the acquisition date. The acquisition date fair value of the contingent consideration was $5.9 million.

The Company has completed its detailed valuations of the assets acquired and liabilities assumed. Based on the Company’s valuations, the total consideration of $199.1 million has been allocated to assets acquired, including identifiable intangible assets and goodwill, and liabilities assumed, as follows (in thousands):

Cash	$ 8,136
Accounts receivable	20,856
Prepaid expenses and other current assets	7,374
Property and equipment	617
Customer contracts, customer relationships, non-compete agreements	43,166
Goodwill	142,163
Other assets	51
Accounts payable	(3,482)
Accrued expenses and other current liabilities	(11,626)
Long-term deferred taxes	(8,202)
Total consideration paid	$199,053

The value attributed to customer contracts, customer relationships and non-compete agreements is being amortized on an accelerated basis over periods ranging from four to 15 years. The weighted average amortization period is 10 years.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

During the year ended June 30, 2012, these five businesses generated $89.6 million of revenue from the dates of acquisition through the Company's fiscal year end.

Year Ended June 30, 2011

During the year ended June 30, 2011, the Company completed acquisitions of three businesses, two in the United States and one in the United Kingdom. The total consideration recorded to acquire these three businesses, including the amounts paid at closing, and additional payments made subsequent to closing based on the final agreed net worth of the assets acquired in each acquisition, was approximately $134.6 million. The Company recognized fair values of the assets acquired and liabilities assumed and allocated $98.8 million to goodwill and $37.9 million to other intangible assets, primarily customer relationships, with the balance allocated to net tangible assets and liabilities assumed. These fair values represent management's calculations of the fair values as of the acquisition dates and are based on analysis of supporting information.

Year Ended June 30, 2010

During the year ended June 30, 2010, the Company completed acquisitions of three businesses, two in the United States and one in the United Kingdom. The total consideration recorded to acquire these three businesses, including the amounts paid at closing, additional payments made subsequent to closing based on the final agreed net worth of the assets acquired in each acquisition, and the fair value at the date of each acquisition attributable to contingent consideration which may have been paid to the sellers of each acquisition based on events to occur in the first two years subsequent to each acquisition date, was approximately $129.1 million. The Company recognized fair values of the assets acquired and liabilities assumed and allocated $83.0 million to goodwill and $48.2 million to other intangible assets, primarily customer relationships and acquired technologies, with the balance allocated to net tangible assets and liabilities assumed. These fair values represented management's calculations of the fair values as of the acquisition dates and were based on analysis of supporting information.

The maximum contingent consideration that could have been paid in connection of all three acquisitions was $49.0 million, and the combined acquisition date fair value was $35.8 million. During the years ended June 30, 2012 and 2011, $20.3 million and $3.3 million, respectively, of contingent consideration was earned and paid in connection with these acquisitions. No further consideration will be paid for these acquisitions. See Note 22 for additional information.

NOTE 5. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consisted of the following (cost approximates fair value) (in thousands):

	June 30,	
	2012	2011
Cash	$12,815	$163,788
Money market funds	2,925	1,029
Total cash and cash equivalents	$15,740	$164,817

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 6. ACCOUNTS RECEIVABLE

Total accounts receivable, net of allowance for doubtful accounts of $3.6 million and $3.7 million at June 30, 2012 and 2011, respectively, consisted of the following (in thousands):

	June 30, 2012	June 30, 2011
Billed receivables	$481,268	$452,533
Billable receivables at end of period	84,243	66,587
Unbilled receivables pending receipt of contractual documents authorizing billing	63,331	53,922
Total accounts receivable, current	628,842	573,042
Unbilled receivables, retainages and fee withholdings expected to be billed beyond the next 12 months	9,942	8,657
Total accounts receivable	$638,784	$581,699

NOTE 7. GOODWILL

For the year ended June 30, 2012, goodwill increased $140.7 million, consisting of $142.2 million attributable to current year acquisitions (see Note 4) and $0.9 million attributable to an acquisition made during the year ended June 30, 2009, offset by a $2.4 million foreign currency translation adjustment. Of the $140.7 million net change, $125.7 million related to the Company's domestic operations and $15.0 million related to the Company's international operations. Many of the acquisitions completed by the Company are structured in a manner whereby goodwill is deductible for income tax purposes. As of June 30, 2012, the Company had $520.5 million of goodwill which is deductible for income tax purposes, of which $88.3 million related to acquisitions completed in the year ended June 30, 2012.

NOTE 8. INTANGIBLE ASSETS

Intangible assets consisted of the following (in thousands):

	June 30, 2012	June 30, 2011
Customer contracts and related customer relationships	$ 331,548	$ 291,174
Acquired technologies	27,177	27,177
Covenants not to compete	3,401	3,070
Other	1,639	1,637
Intangible assets	363,765	323,058
Less accumulated amortization	(248,949)	(214,956)
Total intangible assets, net	$ 114,816	$ 108,102

Intangible assets are primarily amortized on an accelerated basis over periods ranging from 12 to 120 months. The weighted-average period of amortization for customer contracts and related customer relationships as of June 30, 2012 is 8.7 years, and the weighted-average remaining period of amortization is 7.3 years. The weighted-average period of amortization for acquired technologies as of June 30, 2012 is 6.7 years, and the weighted-average remaining period of amortization is 5.7 years.

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Amortization expense for the years ended June 30, 2012, 2011 and 2010 was $35.1 million, $38.8 million, and $37.2 million, respectively. Accumulated amortization as of June 30, 2012 for customer contracts and related customer relationships and for acquired technologies was $227.4 million and $18.0 million, respectively. Expected amortization expense for each of the fiscal years through June 30, 2017 and for periods thereafter is as follows (in thousands):

	Amount
Year ending June 30, 2013	$ 28,561
Year ending June 30, 2014	23,539
Year ending June 30, 2015	18,121
Year ending June 30, 2016	13,377
Year ending June 30, 2017	11,378
Thereafter	19,840
Total intangible assets, net	$114,816

NOTE 9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following (in thousands):

	June 30,	
	2012	2011
Equipment and furniture	$ 82,367	$ 76,233
Leasehold improvements	66,572	57,889
Property and equipment, at cost	148,939	134,122
Less accumulated depreciation and amortization	(81,490)	(71,367)
Total property and equipment, net	$ 67,449	$ 62,755

Depreciation expense, including amortization of leasehold improvements, was $19.1 million, $16.6 million and $13.9 million for the years ended June 30, 2012, 2011 and 2010, respectively.

NOTE 10. CAPITALIZED EXTERNAL SOFTWARE DEVELOPMENT COSTS

A summary of changes in capitalized external software development costs, including costs capitalized and amortized during each of the years in the three-year period ended June 30, 2012, is as follows (in thousands):

	Year ended June 30,		
	2012	2011	2010
Capitalized software development costs, beginning of year	$ 4,049	$1,315	$ 2,001
Costs capitalized	4,216	3,358	1,230
Amortization	(1,817)	(624)	(1,916)
Capitalized software development costs, end of year	$ 6,448	$4,049	$ 1,315

Capitalized software development costs are presented within other current assets and other long-term assets in the accompanying consolidated balance sheets.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 11. ACCRUED COMPENSATION AND BENEFITS

Accrued compensation and benefits consisted of the following (in thousands):

	June 30,	
	2012	2011
Accrued salaries and withholdings	$102,345	$102,116
Accrued leave	66,362	60,437
Accrued fringe benefits	12,164	11,033
Total accrued compensation and benefits	$180,871	$173,586

NOTE 12. OTHER ACCRUED EXPENSES AND CURRENT LIABILITIES

Other accrued expenses and current liabilities consisted of the following (in thousands):

	June 30,	
	2012	2011
Vendor obligations	$100,914	$ 84,434
Deferred revenue	28,358	34,127
Deferred acquisition consideration	4,385	24,779
Other	13,352	13,902
Total other accrued expenses and current liabilities	$147,009	$157,242

The deferred acquisition consideration of $4.4 million as of June 30, 2012 includes $3.1 million of contingent consideration associated with the TCL acquisition in the U.K. (see Note 4) and $1.3 million related to amounts retained by the Company to secure the Seller's indemnification obligations in connection with two past U.K. acquisitions.

NOTE 13. LONG TERM DEBT

Long-term debt consisted of the following (in thousands):

	June 30,	
	2012	2011
Convertible notes payable	$300,000	$300,000
Bank credit facility – term loans	138,750	146,250
Bank credit facility – revolver loans	125,000	—
Principal amount of long-term debt	563,750	446,250
Less unamortized discount	(24,289)	(36,313)
Total long-term debt	539,461	409,937
Less current portion	(7,500)	(7,500)
Long-term debt, net of current portion	$531,961	$402,437

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Bank Credit Facility

The Company has a $750.0 million credit facility (the Credit Facility), which consists of a $600.0 million revolving credit facility (the Revolving Facility) and a $150.0 million term loan (the Term Loan). The Revolving Facility has subfacilities of $50.0 million for same-day swing line loan borrowings and $25.0 million for stand-by letters of credit. The Credit Facility was entered into on October 21, 2010 and replaced the Company's then outstanding term loan and revolving credit facility.

Subsequent to entering into the Credit Facility, CACI amended the Credit Facility to increase its ability to do share repurchases, modify the margins applicable to the determination of the interest rate and the unused fees under the Credit Agreement, extend the maturity date of the Credit Facility from October 21, 2015 to November 18, 2016, and increase from $200.0 million to $300.0 million the permitted aggregate amount of incremental facilities that may be added by amendment to the Credit Facility.

The Revolving Facility is a secured facility that permits continuously renewable borrowings of up to $600.0 million. As of June 30, 2012, the Company had $125.0 million outstanding under the Revolving Facility, no borrowings on the swing line and no outstanding letters of credit. The Company pays a quarterly facility fee for the unused portion of the Revolving Facility.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of $1.9 million through September 30, 2015 and $3.8 million thereafter until September 30, 2016, with the balance due in full on November 18, 2016.

At any time and so long as no default has occurred, the Company has the right to increase the Term Loan or Revolving Facility in an aggregate principal amount of up to $300.0 million with applicable lender approvals. The Credit Facility is available to refinance existing indebtedness and for general corporate purposes, including working capital expenses and capital expenditures.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at the Company's option, equal a base rate or a Eurodollar rate plus, in each case, an applicable margin based upon the Company's consolidated total leverage ratio. As of June 30, 2012, the effective interest rate, excluding the effect of amortization of debt financing costs, for the outstanding borrowings under the Credit Facility was 1.74 percent.

The Credit Facility requires the Company to comply with certain financial covenants, including a maximum senior secured leverage ratio, a maximum total leverage ratio and a minimum fixed charge coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting the Company's ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. Since the inception of the Credit Facility, the Company has been in compliance with all of the financial covenants. A majority of the Company's assets serve as collateral under the Credit Facility.

The Company capitalized $7.3 million of debt issuance costs associated with the origination and amendment of the Credit Facility. All debt issuance costs are being amortized from the date incurred to the expiration date of the Credit Facility. The unamortized balance of $5.0 million at June 30, 2012 is included in other assets.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Convertible Notes Payable

Effective May 16, 2007, the Company issued the Notes in a private placement. The Notes were issued at par value and are subordinate to the Company's senior secured debt. Interest on the Notes is payable on May 1 and November 1 of each year.

Holders may convert their notes at a conversion rate of 18.2989 shares of CACI common stock for each $1,000 of note principal (an initial conversion price of $54.65 per share) under the following circumstances: 1) if the last reported sale price of CACI stock is greater than or equal to 130 percent of the applicable conversion price for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter; 2) during the five consecutive business day period immediately after any ten consecutive trading day period (the note measurement period) in which the average of the trading price per $1,000 principal amount of convertible note was equal to or less than 97 percent of the average product of the closing price of a share of the Company's common stock and the conversion rate of each date during the note measurement period; 3) upon the occurrence of certain corporate events constituting a fundamental change, as defined in the indenture governing the Notes; or 4) during the last three-month period prior to maturity. CACI is required to satisfy 100 percent of the principal amount of these notes solely in cash, with any amounts above the principal amount to be satisfied in common stock. As of June 30, 2012, none of the conditions permitting conversion of the Notes had been satisfied.

In the event of a fundamental change, as defined in the indenture governing the Notes, holders may require the Company to repurchase the Notes at a price equal to the principal amount plus any accrued interest. Also, if certain fundamental changes occur prior to maturity, the Company will in certain circumstances increase the conversion rate by a number of additional shares of common stock or, in lieu thereof, the Company may in certain circumstances elect to adjust the conversion rate and related conversion obligation so that these notes are convertible into shares of the acquiring or surviving company. The Company is not permitted to redeem the Notes.

The Company separately accounts for the liability and the equity (conversion option) components of the Notes and recognizes interest expense on the Notes using an interest rate in effect for comparable debt instruments that do not contain conversion features. The effective interest rate for the Notes excluding the conversion option was determined to be 6.9 percent.

The fair value of the liability component of the Notes was calculated to be $221.9 million at May 16, 2007, the date of issuance. The excess of the $300.0 million of gross proceeds over the $221.9 million fair value of the liability component, or $78.1 million, represents the fair value of the equity component, which was recorded, net of income tax effect, as additional paid-in capital within shareholders' equity. This $78.1 million difference represents a debt discount that is amortized over the seven-year term of the Notes as a non-cash component of interest expense. The components of interest expense related to the Notes were as follows (in thousands):

	Year Ended June 30,		
	2012	2011	2010
Coupon interest	$ 6,375	$ 6,375	$ 6,375
Non-cash amortization of discount	12,024	11,235	10,499
Amortization of issuance costs	820	820	820
Total	$19,219	$18,430	$17,694

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The balance of the unamortized discount as of June 30, 2012 and 2011, was $24.3 million and $36.3 million, respectively. The discount will continue to be amortized as additional, non-cash interest expense over the remaining term of the Notes (through May 1, 2014) using the effective interest method as follows (in thousands):

Fiscal year ending June 30,	Amount Amortized During Period
2013	$ 12,868
2014	11,421
	$ 24,289

The fair value of the Notes as of June 30, 2012 was $342.4 million based on quoted market values.

The contingently issuable shares that may result from the conversion of the Notes were included in CACI's diluted share count for the fiscal years ended June 30, 2012 and 2011 because CACI's average stock price during the third quarter of the year ended June 30, 2012 and the third and fourth quarters of the year ended June 30, 2011 was above the conversion price of $54.65 per share. The contingently issuable shares were not included in CACI's diluted share count for the year ended June 30, 2010 because CACI's average stock price during each three month period in that year was below the conversion price. Of total debt issuance costs of $7.8 million, $5.8 million is being amortized to interest expense over seven years. The remaining $2.0 million of debt issuance costs attributable to the embedded conversion option was recorded in additional paid-in capital. Upon closing of the sale of the Notes, $45.5 million of the net proceeds was used to concurrently repurchase one million shares of CACI's common stock.

In connection with the issuance of the Notes, the Company purchased in a private transaction at a cost of $84.4 million call options (the Call Options) to purchase approximately 5.5 million shares of its common stock at a price equal to the conversion price of $54.65 per share. The cost of the Call Options was recorded as a reduction of additional paid-in capital. The Call Options allow CACI to receive shares of its common stock from the counterparties equal to the amount of common stock related to the excess conversion value that CACI would pay the holders of the Notes upon conversion.

For income tax reporting purposes, the Notes and the Call Options are integrated. This created an original issue discount for income tax reporting purposes, and therefore the cost of the Call Options is being accounted for as interest expense over the term of the Notes for income tax reporting purposes. The associated income tax benefit of $32.8 million to be realized for income tax reporting purposes over the term of the Notes was recorded as an increase in additional paid-in capital and a long-term deferred tax asset. The majority of this deferred tax asset is offset in the Company's balance sheet by the $30.7 million deferred tax liability associated with the non-cash interest expense to be recorded for financial reporting purposes.

In addition, the Company sold warrants (the Warrants) to issue approximately 5.5 million shares of CACI common stock at an exercise price of $68.31 per share. The proceeds from the sale of the Warrants totaled $56.5 million and were recorded as an increase to additional paid-in capital.

On a combined basis, the Call Options and the Warrants are intended to reduce the potential dilution of CACI's common stock in the event that the Notes are converted by effectively increasing the conversion price of these notes from $54.65 to $68.31. The Call Options are anti-dilutive and are therefore excluded from the calculation of diluted shares outstanding. The Warrants will result in additional diluted shares outstanding if CACI's average common stock price exceeds $68.31. The Call Options and the Warrants are separate and legally distinct instruments that bind CACI and the counterparties and have no binding effect on the holders of the Notes.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Cash Flow Hedges

The Company periodically uses derivative financial instruments as part of a strategy to manage exposure to market risks associated with interest rate fluctuations. On April 5, 2012, the Company entered into two floating-to-fixed interest rate swap agreements for an aggregate notional amount of $100.0 million ($50.0 million for each agreement) related to a portion of the Company's floating rate indebtedness. The agreements are effective beginning July 1, 2013 and mature July 1, 2017. The Company designated the interest rate swap agreements as cash flow hedges. As cash flow hedges, unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Unrealized gains and losses on these swaps are designated as effective or ineffective. The effective portion of such gains or losses is recorded as a component of accumulated other comprehensive income or loss, while the ineffective portion of such gains or losses will be recorded as a component of interest expense. Future realized gains and losses in connection with each required interest payment will be reclassified from accumulated other comprehensive income or loss to interest expense.

In 2007, the Company entered into two interest rate swap agreements and in 2008, the Company entered into an interest rate cap agreement. Both agreements qualified as effective hedges and both expired during the Company's fiscal year ended June 30, 2010. The Company does not hold or issue derivative financial instruments for trading purposes.

The effect of derivative instruments in the consolidated statements of operations and accumulated other comprehensive loss for the years ended June 30, 2012, 2011 and 2010 is as follows (in thousands):

	Interest Rate Swaps		
	2012	2011	2010
(Loss) gain recognized in other comprehensive income	$(1,332)	$ —	$ 1,045
Loss reclassified to earnings from accumulated other comprehensive loss	$ —	$ —	$(1,817)

The aggregate maturities of long-term debt at June 30, 2012 are as follows (in thousands):

Year ending June 30,	
2013	$ 7,500
2014	307,500
2015	7,500
2016	13,125
2017	228,125
Principal amount of long-term debt	563,750
Less unamortized discount	(24,289)
Total long-term debt	$539,461

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 14. LEASES

The Company conducts its operations from leased office facilities, all of which are classified as operating leases and expire over the next 10 years. Future minimum lease payments due under non-cancelable leases as of June 30, 2012, are as follows (in thousands):

Year ending June 30:	
2013	$ 41,316
2014	38,567
2015	36,623
2016	29,527
2017	23,885
Thereafter	65,868
Total minimum lease payments	$235,786

The minimum lease payments above are shown net of sublease rental income of $0.2 million scheduled to be received over the next 31 months under non-cancelable sublease agreements.

Rent expense incurred under operating leases for the years ended June 30, 2012, 2011, and 2010 totaled $46.4 million, $45.9 million, and $43.0 million, respectively.

NOTE 15. OTHER LONG-TERM LIABILITIES

Other long-term liabilities consisted of the following (in thousands):

	June 30,	
	2012	2011
Deferred rent, net of current portion	28,113	25,983
Reserve for unrecognized tax benefits	6,245	5,095
Deferred revenue	5,533	119
Deferred acquisition and contingent consideration	4,760	526
Accrued post-retirement obligations	4,143	3,447
Interest rate swap agreements	2,196	—
Other	961	2,696
Total other long-term liabilities	$51,951	$37,866

Deferred rent liabilities result from recording rent expense and incentives for tenant improvements on a straight-line basis over the life of the respective lease.

The deferred acquisition and contingent consideration of $4.8 million at June 30, 2012 is related to acquisitions made by the Company during the years ended June 30, 2012 and 2011 and consists of $3.0 million of contingent consideration and $1.8 million related to amounts retained by the Company to secure the seller’s indemnification obligations in connection with two U.K. acquisitions.

Accrued post-retirement obligations include projected liabilities for benefits the Company is obligated to provide under a long-term care, a group health, and an executive life insurance plan, each of which is unfunded. Plan benefits are provided to certain current and former executives, their dependents and other eligible employees, as defined. The post-retirement obligations also include accrued benefits under supplemental retirement benefit plans covering certain executives. The costs under these plans were $0.4 million during the year ended June 30, 2012.

On April 15, 2012, the Company entered into two floating-to-fixed interest rate swap agreements related to a portion of the Company's floating rate indebtedness (see Note 13). The fair value of the swap agreements as of June 30, 2012 is a liability of $2.2 million.

NOTE 16. BUSINESS SEGMENT, CUSTOMER AND GEOGRAPHIC INFORMATION

Segment Information

The Company reports operating results and financial data in two segments: domestic operations and international operations. Domestic operations provide information solutions and services to its customers. Its customers are primarily U.S. federal government agencies. The Company does not measure revenue or profit by its major service offerings, either for internal management or external financial reporting purposes, as it would be impractical to do so. In many cases more than one offering is provided under a single contract, to a single customer, or by a single employee or group of employees, and segregating the costs of the service offerings in situations for which it is not required would be difficult and costly. The Company also serves customers in the commercial and state and local governments sectors and, from time to time, serves agencies of foreign governments. The Company places employees in locations around the world in support of its clients. International operations offer services to both commercial and non-U.S. government customers primarily through the Company's knowledge management solutions, business systems solutions, and enterprise IT solutions lines of business. The Company evaluates the performance of its operating segments based on net income attributable to CACI. Summarized financial information concerning the Company's reportable segments is shown in the following tables.

CACI INTERNATIONAL INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Domestic Operations	International Operations	Total
		(in thousands)	
Year Ended June 30, 2012			
Revenue from external customers	$3,659,367	$ 115,106	$3,774,473
Net income attributable to CACI	159,421	8,033	167,454
Net assets	1,061,360	103,085	1,164,445
Goodwill	1,325,814	81,139	1,406,953
Total long-term assets	1,605,380	101,704	1,707,084
Total assets	2,238,134	154,742	2,392,876
Capital expenditures	16,613	1,671	18,284
Depreciation and amortization	52,865	3,097	55,962
Year Ended June 30, 2011			
Revenue from external customers	$3,459,715	$ 118,065	$3,577,780
Net income attributable to CACI	135,158	9,060	144,218
Net assets	1,211,517	98,099	1,309,616
Goodwill	1,200,091	66,194	1,266,285
Total long-term assets	1,457,505	80,548	1,538,053
Total assets	2,176,380	143,751	2,320,131
Capital expenditures	13,264	1,124	14,388
Depreciation and amortization	53,179	2,888	56,067
Year Ended June 30, 2010			
Revenue from external customers	$3,032,341	$ 116,790	$3,149,131
Net income attributable to CACI	98,649	7,866	106,515
Net assets	1,090,795	82,360	1,173,155
Goodwill	1,105,055	56,806	1,161,861
Total long-term assets	1,333,876	70,144	1,404,020
Total assets	2,122,510	122,256	2,244,766
Capital expenditures	20,954	1,549	22,503
Depreciation and amortization	50,095	2,944	53,039

Interest income and interest expense are not presented above as the amounts attributable to the Company’s international operations are insignificant.

Customer Information

The Company earned 94.5 percent, 94.9 percent and 94.8 percent of its revenue from various agencies and departments of the U.S. government for the years ended June 30, 2012, 2011 and 2010, respectively. Revenue by customer sector was as follows (dollars in thousands):

	Year ended June 30,					
	2012	%	2011	%	2010	%
Department of Defense	$2,944,924	78.0%	$2,858,721	79.9%	$2,450,463	77.8%
Federal civilian agencies	620,870	16.5	537,687	15.0	535,467	17.0
Commercial and other	193,840	5.1	166,966	4.7	146,839	4.7
State and local governments	14,839	0.4	14,406	0.4	16,362	0.5
Total revenue	$3,774,473	100.0%	$3,577,780	100.0%	$3,149,131	100.0%

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Geographic Information

Revenue and net assets are attributed to geographic areas based on the location of the reportable segment's management and are disclosed above.

NOTE 17. INVESTMENTS IN JOINT VENTURES

AC FIRST LLC

In July 2009, the Company entered into a joint venture with AECOM Government Services, Inc. (AGS), a division of AECOM Technology Corporation, called AC FIRST LLC (AC FIRST). The companies partnered in the venture to jointly pursue work under a U.S. Army contract. The Company owns 49 percent of AC FIRST and AGS owns 51 percent. The Company accounts for its interest in AC FIRST using the equity method of accounting. The Company's investment in AC FIRST as of June 30, 2012 and 2011 was $11.9 million and $10.1 million, respectively, and is included in other long-term assets on the Company's consolidated balance sheets. The Company's maximum exposure to loss cannot be determined as any losses incurred by AC FIRST would be allocated to each partner based on the joint venture agreement, however, AC FIRST has not experienced any losses to date. During the years ended June 30, 2012 and 2011, the Company's share of the net income of AC FIRST was $1.7 million and $1.8 million, respectively. These amounts are included in interest expense and other, net on the accompanying consolidated statements of operations. The Company has determined that the primary beneficiary of AC FIRST is AGS as AGS owns the majority of AC FIRST and controls its operations. The Company made no contributions in cash to AC FIRST during the year ended June 30, 2012.

eVenture Technologies LLC

eVenture Technologies LLC (eVentures) is a joint venture between the Company and ActioNet, Inc. (ActioNet), and is the entity through which work is being performed on a contract awarded in January 2007 by the United States Navy. The Company owns 60 percent of eVentures and ActioNet owns the remaining 40 percent. eVentures was funded through capital contributions made by the Company and by ActioNet. As the Company owns and controls more than 50 percent of eVentures, the Company's results include those of eVentures. ActioNet's share of eVentures' assets, liabilities, results of operations, and cash flows have been accounted for as a noncontrolling interest.

NOTE 18. OTHER COMMITMENTS AND CONTINGENCIES

General Legal Matters

The Company is involved in various lawsuits, claims, and administrative proceedings arising in the normal course of business. Management is of the opinion that any liability or loss associated with such matters, either individually or in the aggregate, will not have a material adverse effect on the Company's operations and liquidity.

Iraq Investigations

On April 26, 2004, the Company received information indicating that one of its employees was identified in a report authored by U.S. Army Major General Antonio M. Taguba as being connected to allegations of abuse of Iraqi detainees at the Abu Ghraib prison facility. To date, despite the Taguba Report and the subsequently-issued Fay Report addressing alleged inappropriate conduct at Abu Ghraib, no present or former employee of the Company has been officially charged with any offense in connection with the Abu Ghraib allegations.

The Company does not believe the outcome of this matter will have a material adverse effect on its financial statements.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Government Contracting

Payments to the Company on cost-plus-fee and time-and-materials contracts are subject to adjustment upon audit by the DCAA. The DCAA is currently in the process of auditing the Company's incurred cost submissions for the years ended June 30, 2006 and 2007. In the opinion of management, audit adjustments that may result from audits not yet completed or started are not expected to have a material effect on the Company's financial position, results of operations, or cash flows as the Company has accrued its best estimate of potential disallowances. Additionally, the DCAA continually reviews the cost accounting and other practices of government contractors, including the Company. In the course of those reviews, cost accounting and other issues are identified, discussed and settled.

In December 2010, the Defense Contract Management Agency (DCMA) issued a letter to the Company with its determination that the Company improperly allocated certain legal costs incurred in connection with the Iraq investigations described above. The Company does not agree with the DCMA's findings and, on March 9, 2011, filed a Notice of Appeal in the Armed Services Board of Contract Appeals. The Company's appeal is pending. The Company has not accrued any liability for this matter, as based on its present knowledge of the facts, it does not believe an unfavorable outcome on the matter of allocability is probable.

On March 26, 2012, the Company received a subpoena from the Defense Criminal Investigative Service seeking documents related to one of the Company's contracts for the period of January 1, 2007 through March 26, 2012. The Company is providing documents responsive to the subpoena and cooperating fully with the government's investigation. The Company has accrued its current best estimate of the potential outcome within its estimated range of $0.8 million to $1.8 million.

On April 9, 2012, the Company received a letter from the Department of Justice (DoJ) informing the Company that the DoJ is investigating whether the Company violated the civil False Claims Act by submitting false claims to receive federal funds pursuant to a GSA contract. Specifically, the DoJ is investigating whether the Company failed to comply with contract requirements and applicable regulations by improperly billing for certain contracting personnel under the contract. The Company is reviewing this matter and has not accrued any liability as based on its present knowledge of the facts, it does not believe an unfavorable outcome is probable.

German Value-Added Taxes

The Company is under audit by the German tax authorities for issues related to value-added tax returns. At this time, the Company has not been assessed any deficiency and, based on sound factual and legal precedent, believes it is in compliance with the applicable value-added tax regulations. The Company has not accrued any liability for this matter because an unfavorable outcome is not considered probable. The Company estimates the range of reasonably possible losses to be between $1.5 million and $3.5 million.

NOTE 19. INCOME TAXES

The domestic and foreign components of income before provision for income taxes are as follows (in thousands):

	Year ended June 30,		
	2012	2011	2010
Domestic	$263,790	$215,200	$156,024
Foreign	11,201	12,123	11,662
Income before income taxes	$274,991	$227,323	$167,686

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The components of income tax expense are as follows (in thousands):

	Year ended June 30,		
	2012	2011	2010
Current:			
Federal	$ 76,874	$59,095	$51,572
State and local	16,678	13,578	11,155
Foreign	3,332	2,845	3,147
Total current	96,884	75,518	65,874
Deferred:			
Federal	9,000	6,175	(4,082)
State and local	1,458	1,194	(820)
Foreign	195	218	199
Total deferred	10,653	7,587	(4,703)
Total income tax expense	$107,537	$83,105	$61,171

Income tax expense differs from the amounts computed by applying the statutory U.S. income tax rate of 35 percent as a result of the following (in thousands):

	Year ended June 30,		
	2012	2011	2010
Expected tax expense computed at federal rate	$ 96,247	$79,563	$58,690
State and local taxes, net of federal benefit	11,788	9,602	6,759
Nondeductible (nonincludible) items	2,065	(1,965)	(861)
Incremental effect of foreign tax rates	(1,026)	(914)	(830)
Other	(1,537)	(3,181)	(2,587)
Total income tax expense	$107,537	$83,105	$61,171

The tax effects of temporary differences that give rise to deferred taxes are presented below (in thousands):

	June 30,	
	2012	2011
Deferred tax assets:		
Deferred compensation and post-retirement obligations	$ 31,880	$ 27,977
Reserves and accruals	28,289	29,945
Stock-based compensation	26,682	28,768
Deferred rent	3,130	2,929
Original issue discount related to the Notes	486	883
Other	4,217	1,323
Total deferred tax assets	94,684	91,825
Deferred tax liabilities:		
Goodwill and other intangible assets	(143,616)	(121,842)
Unbilled revenue	(9,448)	(11,758)
Prepaid expenses	(4,313)	(4,011)
Other	(6,974)	(6,257)
Total deferred tax liabilities	(164,351)	(143,868)
Net deferred tax liability	$ (69,667)	$ (52,043)

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The Company is subject to income taxes in the U.S. and various state and foreign jurisdictions. Tax statutes and regulations within each jurisdiction are subject to interpretation and require the application of significant judgment. The Company's consolidated federal income tax returns through June 30, 2008 are no longer subject to audit. The Company is currently under examination by three state jurisdictions and one foreign jurisdiction for years ended June 30, 2003 through June 30, 2009. The Company does not expect the resolution of these examinations to have a material impact on its results of operations, financial condition or cash flows.

During the years ended June 30, 2012 and June 30, 2011, the Company's income tax expense was favorably impacted by non-taxable gains on assets invested in corporate-owned life insurance (COLI) policies, tax benefits related to deductions claimed for income from domestic production activities and interest earned from refunds due on prior year tax returns.

In connection with the issuance of the Notes referred to in Note 13, there was original issue discount (OID) created for income tax purposes. Over the term of the Notes, this OID will generate additional interest expense for income tax reporting purposes.

U.S. income taxes have not been provided for with respect to undistributed earnings of foreign subsidiaries that have been permanently reinvested outside the United States. As of June 30, 2012, the estimated deferred liability associated with these undistributed earnings is approximately $6.7 million.

The Company's total liability for unrecognized tax benefits as of June 30, 2012, 2011 and 2010 was $7.0 million, $5.9 million and $5.2 million, respectively. Of the $7.0 million unrecognized tax benefit at June 30, 2012, $2.4 million, if recognized, would impact the Company's effective tax rate. A reconciliation of the beginning and ending amount of unrecognized benefits is shown in the table below (in thousands):

	Year ended June 30,		
	2012	2011	2010
Beginning of year	$5,897	$ 5,189	$11,945
Additions based on current year tax positions	1,181	2,711	1,323
Reductions based on prior year tax positions	—	(2,003)	(7,332)
Lapse of statute of limitations	(65)	—	(630)
Settlements with taxing authorities	—	—	(117)
End of year	$7,013	$ 5,897	$ 5,189

The Company recognizes net interest and penalties as a component of income tax expense. During the years ended June 30, 2012 and 2011, the Company's income tax expense was reduced by $0.3 million and $0.2 million, respectively, related to interest earned in connection with amended returns and carryback claims filed by the Company related to prior years. Over the next 12 months, the Company does not expect a significant increase or decrease in the unrecognized tax benefits recorded at June 30, 2012. As of June 30, 2012, $6.2 million of the unrecognized tax benefits are included in other long-term liabilities, with the remainder included in other balance sheet accounts.

NOTE 20. RETIREMENT SAVINGS PLANS

401(k) Plan

The Company maintains a defined contribution plan under Section 401(k) of the Internal Revenue Code, the CACI $MART Plan (the 401 (k) Plan). Employees can contribute up to 75 percent (subject to certain statutory limitations) of their total cash compensation. The Company provides matching contributions equal to 50 percent

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

of the amount of salary deferral employees elect, up to 6 percent of each employee's total calendar year cash compensation, as defined. The Company may also make discretionary profit sharing contributions to the 401(k) Plan. Employee contributions vest immediately. Employer contributions vest in full after three years of employment. Total Company contributions to the 401(k) Plan for the years ended June 30, 2012, 2011, and 2010 were $26.1 million, $21.6 million, and $17.4 million, respectively. During the year ended June 30, 2010, the Company amended the 401(k) Plan to provide that non-vested balances are forfeited upon the earlier of a distribution being taken or on December 31 of the year the participant terminated employment at the Company. Previously, non-vested balances were forfeited upon the earlier of a distribution being taken or on December 31 following a five year break in service. This change increased the amount of forfeitures available to offset Company contributions during the year ended June 30, 2010.

U.K. Defined Contribution Plan

The Company maintains a defined contribution plan in the U.K. Under the plan, employees can elect the amount of pension contributions that they wish to make out of their flexible benefit entitlements subject to certain U.K. tax limits. The contributions are deemed to be company contributions and vest immediately. Employees may also elect to make personal contributions into the plan. Contributions to this plan and its predecessor plans for the years ended June 30, 2012, 2011, and 2010 were $1.8 million, $1.5 million, and $1.5 million, respectively.

Supplemental Savings Plan

The Company maintains the Supplemental Savings Plan through which, on a calendar year basis, officers at the director level and above can elect to defer for contribution to the Supplemental Savings Plan up to 50 percent of their base compensation and up to 100 percent of their bonuses and commissions. Prior to January 1, 2011, officers at the vice president level and above were eligible to participate. During the year ended June 30, 2011, the Supplemental Savings Plan was amended to allow employees at the director level to participate. The Company provides a contribution of 5 percent of compensation for each participant's compensation that exceeds the limit as set forth in IRC 401(a)(17) (currently $250,000 per year). The Company also has the option to make annual discretionary contributions. Company contributions vest over a 5-year period, and vesting is accelerated in the event of a change of control of the Company. Participant deferrals and Company contributions will be credited with the rate of return based on the investment options and asset allocations selected by the Participant. Participants may change their asset allocation as often as daily, if they so choose. A Rabbi Trust has been established to hold and provide a measure of security for the investments that finance benefit payments. Distributions from the Supplemental Savings Plan are made upon retirement, termination, death, or total disability. The Supplemental Savings Plan also allows for in-service distributions.

Supplemental Savings Plan obligations due to participants totaled $76.6 million at June 30, 2012, of which $3.4 million is included in accrued compensation and benefits in the accompanying consolidated balance sheet. Supplemental Savings Plan obligations increased by $9.3 million during the year ended June 30, 2012, consisting of $1.4 million of investment gains, $12.2 million of participant compensation deferrals, and $1.4 million of Company contributions, offset by $5.7 million of distributions.

The Company maintains investment assets in a Rabbi Trust to offset the obligations under the Supplemental Savings Plan. The value of the investments in the Rabbi Trust was $77.4 million at June 30, 2012. Investment gains were $1.2 million for the year ended June 30, 2012.

Contribution expense for the Supplemental Savings Plan during the years ended June 30, 2012, 2011, and 2010, was $1.2 million, $1.2 million, and $0.9 million, respectively.

NOTE 21. STOCK PLANS AND STOCK-BASED COMPENSATION

For stock options, SSARs and non-performance-based RSUs, stock-based compensation expense is recognized on a straight-line basis ratably over the respective vesting periods. For RSUs subject to graded vesting schedules for which vesting is based on achievement of a performance metric in addition to grantee service (performance-based RSUs), stock-based compensation expense is recognized on an accelerated basis by treating each vesting tranche as if it was a separate grant. A summary of the components of stock-based compensation expense recognized during the years ended June 30, 2012, 2011, and 2010, together with the income tax benefits realized, is as follows (in thousands):

	Year ended June 30,		
	2012	2011	2010
Stock-based compensation included in indirect costs and selling expense:			
SSARs and non-qualified stock option expense	$ 1,973	$ 3,714	$ 8,484
Restricted stock and RSU expense	13,526	14,201	22,266
Total stock-based compensation expense	$15,499	$17,915	$30,750
Income tax benefit recognized for stock-based compensation expense	$ 6,062	$ 6,549	$11,218

The Company recognizes the effect of expected forfeitures of equity grants by estimating an expected forfeiture rate for grants of equity instruments. Amounts recognized for expected forfeitures are subsequently adjusted periodically and at major vesting dates to reflect actual forfeitures.

The incremental income tax benefits realized upon the exercise or vesting of equity instruments are reported as financing cash flows. During the years ended June 30, 2012, 2011, and 2010, the Company recognized $0.4 million, $2.2 million, and $0.2 million of excess tax benefits, respectively, which have been reported as financing cash inflows in the accompanying consolidated statements of cash flows.

Equity Grants and Valuation

Under the terms of its 2006 Stock Incentive Plan (the 2006 Plan), the Company may issue, among others, non-qualified stock options, restricted stock, RSUs, SSARs, and performance awards, collectively referred to herein as equity instruments. During the periods presented, all equity instrument grants were made in the form of RSUs. Annual grants under the 2006 Plan are generally made to the Company's key employees during the first quarter of the Company's fiscal year and to members of the Company's Board of Directors during the second quarter of the Company's fiscal year. With the approval of its Chief Executive Officer, the Company also issues equity instruments to strategic new hires and to employees who have demonstrated superior performance.

On September 1, 2011, the Company made its annual grant to key employees, in the form of performance-based RSUs. The initial number of RSUs granted was 721,540 representing the maximum numbers of RSUs that could be earned. The final number of such performance-based RSUs which will vest is based on the achievement of an increased net after tax profit (NATP) for the year ended June 30, 2012 as compared to NATP for the year ended June 30, 2011 (this objective was satisfied during the fourth quarter of the year ended June 30, 2012) and on the average share price of Company stock for the 90 day period ending September 1, 2012 as compared to the average share price for the 90 day period ended September 1, 2011. Once the final number of RSUs has been determined, one-half of the RSUs will vest three years from the grant date and one-half will vest four years from the grant date, subject to continued service by the grantee.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

On September 1, 2010, the Company made its annual grant to key employees, in the form of performance-based RSUs. The initial number of RSUs granted was 727,880 representing the maximum numbers of RSUs that could be earned. The final number of such performance-based RSUs which were earned based on the achievement of an increased NATP for the year ended June 30, 2011 as compared to NATP for the year ended June 30, 2010 and on the average share price of Company stock for the 90 day period ended September 1, 2011 as compared to the average share price for the 90 day period ended September 1, 2010 was 557,865. One-half of the RSUs will vest three years from the grant date and one-half will vest four years from the grant date, subject to continued service by the grantee.

For purposes of determining whether the performance metric was achieved, NATP for each of the three years ended June 30, 2012, 2011 and 2010 was the same as the Company's net income attributable to CACI as reported on the consolidated statements of operations for the same year.

The Company also issues equity instruments in the form of RSUs under its Management Stock Purchase Plan (MSPP) and Director Stock Purchase Plan (DSPP). In addition, annual grants are made to members of the Company's Board of Directors in the form of a set dollar value of RSUs. Grants to members of the Board of Directors vest based on the passage of time and continued service as a Director of the Company.

Upon the exercise of stock options and SSARs and the vesting of restricted shares and RSUs, the Company fulfills its obligations under the equity instrument agreements by either issuing new shares of authorized common stock or by issuing shares from treasury. The total number of shares authorized by shareholders for grants under the 2006 Plan and its predecessor plan was 12,450,000 as of June 30, 2012. The aggregate number of grants that may be made may exceed this approved amount as forfeited SSARs, stock options, restricted stock and RSUs, and vested but unexercised SSARs and stock options that expire, become available for future grants. As of June 30, 2012, cumulative grants of 12,306,409 equity instruments underlying the shares authorized have been awarded, and 2,569,634 of these instruments have been forfeited.

Non-qualified stock options granted prior to January 1, 2004 lapse and are no longer exercisable if not exercised within ten years of the date of grant. Equity instruments granted on or after January 1, 2004 have a term of seven years. For SSAR and stock option awards, grantees whose employment has terminated have 60 days after their termination date to exercise vested SSARs and stock options, or they forfeit their right to the instruments. Grantees whose employment is terminated due to death or permanent disability will vest in 100 percent of their equity instrument grants. Also, effective for grants made on or after July 1, 2004, grantees who were age 62 on or before July 1, 2008 who retire on or after age 65 will vest in 100 percent of their equity instrument grants upon retirement, with the exception of performance-based RSUs, which must be held at least until the measurement period is complete. Grantees who were not age 62 on or before July 1, 2008, who retire on or after age 62, vest in a prorated portion of their equity instrument grants upon retirement, based upon their service during the vesting period.

Stock options vest ratably over a three, four, or five year period, depending on the year of grant. Restricted shares and non-performance-based RSUs vest in full three years from the date of grant. SSARs granted in prior years as part of the Company's then customary annual award vest ratably over a five year period in a manner consistent with the vesting of stock options.

Other than performance-based RSUs which contain a market-based element, the fair value of restricted shares and RSUs is determined based on the closing price of a share of the Company's common stock on the date of grant. The fair value of RSUs with market-based vesting features is also measured on the grant date, but is done so using a binomial lattice model. The weighted-average fair value of RSUs granted during the years ended June 30, 2012, 2011, and 2010, was $47.34, $43.79, and $46.01, respectively. No stock options or SSARs were granted during the years ended June 30, 2012, 2011 or 2010.

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CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Activity for all outstanding SSARs and stock options, and the corresponding exercise price and fair value information, for the years ended June 30, 2012, 2011, and 2010, is as follows:

	Number of Shares	Exercise Price	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value
Outstanding, June 30, 2009	3,379,045	$ 9.25 - $65.04	$ 47.76	$ 18.84
Exercisable, June 30, 2009	1,335,207	9.25 - 65.04	40.22	16.03
Exercised	(191,337)	9.25 - 46.37	29.21	11.17
Forfeited	(56,667)	45.77 - 62.48	51.10	19.55
Expired	(44,613)	11.19 - 64.36	60.59	23.44
Outstanding, June 30, 2010	3,086,428	9.94 - 65.04	48.66	19.23
Exercisable, June 30, 2010	1,455,220	9.94 - 65.04	44.99	18.08
Exercised	(791,722)	9.94 - 62.48	36.36	14.82
Forfeited	(85,460)	45.77 - 54.39	49.47	18.88
Expired	(98,942)	48.83 - 63.20	58.61	22.09
Outstanding, June 30, 2011	2,110,304	34.10 - 65.04	52.78	20.77
Exercisable, June 30, 2011	1,177,209	34.10 - 65.04	55.19	22.17
Exercised	(365,306)	34.10 - 62.48	48.72	19.10
Forfeited	(32,630)	45.77 - 54.39	48.64	17.95
Expired	(28,670)	48.83 - 62.48	60.20	19.19
Outstanding, June 30, 2012	1,683,698	34.10 - 65.04	53.62	21.21
Exercisable, June 30, 2012	1,362,451	$34.10 - $65.04	$ 54.79	$ 22.01

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CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Changes in the number of unvested SSARs and stock options and in unvested restricted stock and RSUs during each of the years in the three-year period ended June 30, 2012, together with the corresponding weighted-average fair values, are as follows:

	SSARs and Stock Options		Restricted Stock and Restricted Stock Units	
	Number of Shares	Weighted Average Grant Date Fair Value	Number of Shares	Weighted Average Grant Date Fair Value
Unvested at June 30, 2009	2,043,838	$ 20.67	578,814	$ 49.37
Granted	—	—	499,466	46.01
Vested	(355,963)	22.73	(101,715)	51.56
Forfeited	(56,667)	19.55	(26,935)	48.13
Unvested at June 30, 2010	1,631,208	20.26	949,630	47.41
Granted	—	—	800,112	43.79
Vested	(612,653)	22.38	(357,954)	47.87
Forfeited	(85,460)	18.88	(69,687)	45.01
Unvested at June 30, 2011	933,095	18.99	1,322,101	45.23
Granted	—	—	817,918	47.34
Vested	(579,218)	19.72	(266,658)	48.09
Forfeited	(32,630)	17.95	(222,040)	46.59
Unvested at June 30, 2012	321,247	$ 17.80	1,651,321	$ 45.97

Information regarding the cash proceeds received, and the intrinsic value and total tax benefits realized resulting from stock option exercises is as follows (in thousands):

	Year ended June 30,		
	2012	2011	2010
Cash proceeds received	$7,466	$22,077	$5,589
Intrinsic value realized	$3,865	$14,561	$1,557
Income tax benefit realized	$1,521	$ 5,731	$ 612

The total intrinsic value of RSUs that vested during the years ended June 30, 2012, 2011, and 2010 was $13.4 million, $15.4 million and $4.5 million, respectively, and the tax benefit realized for these vestings was $5.3 million, $6.1 million and $1.7 million, respectively.

The grant date fair value of stock options that vested during each of the years in the three-year period ended June 30, 2012 was $11.4 million, $13.7 million, and $8.1 million, respectively.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Outstanding SSAR and Stock Option Information

Information regarding the SSARs and stock options outstanding and exercisable as of June 30, 2012, is as follows (intrinsic value in thousands):

	SSARs and Options Outstanding				SSARs and Options Exercisable			
Range of exercise Price	Number of Instruments	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Intrinsic Value	Number of Instruments	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Intrinsic Value
$30.00-$39.99	105,878	$ 34.54	1.05	$2,168	103,318	$ 34.46	0.99	$2,124
$40.00-$49.99	576,666	48.70	2.42	3,647	257,979	48.66	2.38	1,641
$50.00-$59.99	436,040	52.20	1.58	1,298	436,040	52.20	1.58	1,298
$60.00-$69.99	565,114	63.31	0.15	—	565,114	63.31	0.15	—
	1,683,698	$ 53.62	1.35	$7,113	1,362,451	$ 54.79	1.09	$5,063

As of June 30, 2012, there was $0.9 million of unrecognized compensation cost related to SSARs and stock options scheduled to be recognized over a weighted-average period of 1.0 years, and $23.8 million of unrecognized compensation cost related to restricted stock and RSUs scheduled to be recognized over a weighted-average period of 2.6 years.

Stock Purchase Plans

The Company adopted the 2002 Employee Stock Purchase Plan (ESPP), MSPP and DSPP in November 2002, and implemented these plans beginning July 1, 2003. There are 1,000,000, 500,000, and 75,000 shares authorized for grants under the ESPP, MSPP and DSPP, respectively.

The ESPP allows eligible full-time employees to purchase shares of common stock at 95 percent of the fair market value of a share of common stock on the last day of the quarter. The maximum number of shares that an eligible employee can purchase during any quarter is equal to two times an amount determined as follows: 20 percent of such employee’s compensation over the quarter, divided by 95 percent of the fair market value of a share of common stock on the last day of the quarter. The ESPP is a qualified plan under Section 423 of the Internal Revenue Code and, for financial reporting purposes, was amended effective July 1, 2005 so as to be considered non-compensatory. Accordingly, there is no stock-based compensation expense associated with shares acquired under the ESPP. As of June 30, 2012, participants have purchased 860,008 shares under the ESPP, at a weighted-average price per share of $45.90. Of these shares, 67,828 were purchased by employees at a weighted-average price per share of $54.48 during the year ended June 30, 2012. To satisfy its obligations under the ESPP, the Company can purchase shares in the open market, issue shares previously acquired and held in treasury or issue authorized but unissued shares. During the year ended June 30, 2012, the Company issued shares held in treasury to fulfill the employees’ share purchases.

The MSPP provides those senior executives with stock holding requirements a mechanism to receive RSUs in lieu of up to 100 percent of their annual bonus. For the fiscal years ended June 30, 2012, 2011 and 2010, RSUs awarded in lieu of bonuses earned are granted at 85 percent of the closing price of a share of the Company’s common stock on the date of the award, as reported by the New York Stock Exchange. RSUs granted under the MSPP vest at the earlier of 1) three years from the grant date, 2) upon a change of control of the Company, 3) upon a participant’s retirement at or after age 65, or 4) upon a participant’s death or permanent disability. Vested RSUs are settled in shares of common stock. The Company recognizes the value of the discount applied to RSUs granted under the MSPP as stock compensation expense ratably over the three-year vesting period.

The DSPP allows directors to elect to receive RSUs at the market price of the Company's common stock on the date of the award in lieu of up to 100 percent of their annual retainer fees. Vested RSUs are settled in shares of common stock.

Activity related to the MSPP and the DSPP during the year ended June 30, 2012 is as follows:

	MSPP	DSPP
RSUs outstanding, June 30, 2011	77,492	668
Granted	10,309	943
Issued	(32,960)	(1,209)
Forfeited	(4,478)	—
RSUs outstanding, June 30, 2012	50,363	402
Weighted average grant date fair value as adjusted for the applicable discount	$ 42.61	
Weighted average grant date fair value		$ 57.53

NOTE 22. FAIR VALUE OF FINANCIAL INSTRUMENTS

ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability between market participants in an orderly transaction. The market in which the reporting entity would sell the asset or transfer the liability with the greatest volume and level of activity for the asset or liability is known as the principal market. When no principal market exists, the most advantageous market is used. This is the market in which the reporting entity would sell the asset or transfer the liability with the price that maximizes the amount that would be received or minimizes the amount that would be paid. Fair value is based on assumptions market participants would make in pricing the asset or liability. Generally, fair value is based on observable quoted market prices or derived from observable market data when such market prices or data are available. When such prices or inputs are not available, the reporting entity should use valuation models.

The Company's financial assets and liabilities recorded at fair value on a recurring basis are categorized based on the priority of the inputs used to measure fair value. The inputs used in measuring fair value are categorized into three levels, as follows:

- Level 1 Inputs—unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2 Inputs—unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.
- Level 3 Inputs—amounts derived from valuation models in which unobservable inputs reflect the reporting entity's own assumptions about the assumptions of market participants that would be used in pricing the asset or liability.

As of June 30, 2012 and 2011, the Company's financial instruments measured at fair value included non-COLI money market investments and mutual funds held in the Company's supplemental retirement savings plan (the Supplemental Savings Plan), interest rate swaps and contingent consideration in connection with business combinations. Contingent consideration recorded at June 30, 2012 related to the February 1, 2012 acquisition of TCL (see Note 4). Contingent consideration recorded as of June 30, 2011 related to three acquisitions completed during the year ended June 30, 2010.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table summarizes the financial assets and liabilities measured at fair value on a recurring basis as of June 30, 2012 and 2011, and the level they fall within the fair value hierarchy (in thousands):

Description of Financial Instrument	Financial Statement Classification	Fair Value Hierarchy	As of June 30, 2012 Fair Value	As of June 30, 2011 Fair Value
Non-COLI assets held in connection with the Supplemental Savings Plan	Long-term asset	Level 1	$6,123	$ 6,514
Contingent Consideration	Current liability	Level 3	$3,055	$20,839
Contingent Consideration	Other long-term liabilities	Level 3	$2,942	$ —
Interest rate swap agreements	Other long-term liabilities	Level 2	$2,196	$ —

Changes in the fair value of the assets held in connection with the Supplemental Savings Plan are recorded in indirect costs and selling expenses.

Contingent consideration at June 30, 2012 and 2011 related to the requirement that the Company pay contingent consideration in the event the acquired businesses achieved certain specified earnings results during the specified periods subsequent to each acquisition (one year in the case of TCL and two years in the case of the three acquisitions completed during the year ended June 30, 2010). The Company determines the fair value of contingent consideration as of each acquisition date using a valuation model which includes the evaluation of all possible outcomes and the application of an appropriate discount rate. At the end of each reporting period, the fair value of the contingent consideration is remeasured and any changes are recorded in indirect costs and selling expenses. During the year ended June 30, 2012, this remeasurement resulted in a $0.4 million decrease to the liability recorded. During the year ended June 30, 2011, this remeasurement resulted in a $9.6 million decrease in the liability recorded. The maximum contingent consideration associated with the TCL acquisition is approximately $6.2 million. During the year ended June 30, 2012, the contingent consideration obligations for all three of the acquisitions completed during the year ended June 30, 2010 were fixed, with payments of $20.3 million made in settlement of earned contingent consideration in connection with two of the acquisitions and the determination that no further payments were due in connection with the third acquisition.

During the year ended June 30, 2012, the Company entered into two interest rate swap agreements to manage its interest rate risk. The valuation of these instruments is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves. To comply with the provisions of ASC 820, the Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty’s nonperformance risk in the fair value measurements.

NOTE 23. EARNINGS PER SHARE

Earnings per share and the weighted-average number of diluted shares are computed as follows (in thousands, except per share data):

	Year ended June 30,		
	2012	2011	2010
Net income attributable to CACI	$167,454	$144,218	$106,515
Weighted-average number of basic shares outstanding during the period	27,077	30,281	30,138
Dilutive effect of SSARs/stock options and RSUs/restricted shares after application of treasury stock method	879	816	538
Dilutive effect of the Notes	111	203	—
Dilutive effect of accelerated share repurchase agreement	44	—	—
Weighted-average number of diluted shares outstanding during the period	28,111	31,300	30,676
Basic earnings per share	$ 6.18	$ 4.76	$ 3.53
Diluted earnings per share	$ 5.96	$ 4.61	$ 3.47

The total number of weighted-average common stock equivalents excluded from the diluted per share computations due to their anti-dilutive effects for the years ended June 30, 2012, 2011 and 2010, were 0.7 million, 1.9 million, and 2.4 million, respectively. The shares underlying the performance-based RSUs granted in September 2011 are included in the calculation of diluted earnings per share for the year ended June 30, 2012, as the NATP performance metric associated with the shares was met and as if the performance metric based on the share price was computed as of June 30, 2012. The shares earned under the performance-based RSUs granted in September 2010 are included in the calculation of diluted earnings per share for the year ended June 30, 2012, as all performance metrics associated with the shares were met and the final share calculation was determined. The shares underlying the performance-based RSUs granted in September 2010 are included in the calculation of diluted earnings per share for the year ended June 30, 2011, as the NATP performance metric associated with the shares was met during that period and as if the performance metric based on the share price was computed as of June 30, 2011. The contingently issuable shares that may result from the conversion of the Notes were included in CACI’s diluted share count for the fiscal years ended June 30, 2012 and 2011 because CACI’s average stock price during the third quarter of the year ended June 30, 2012 and the third and fourth quarters of the year ended June 30, 2011 was above the conversion price of $54.65 per share. The contingently issuable shares were not included in CACI’s diluted share count for the year ended June 30, 2010 because CACI’s average stock price during each three month period in that year was below the conversion price. The Warrants were excluded from the computation of diluted earnings per share because the Warrants’ exercise price of $68.31 was greater than the average market price of a share of Company common stock during the periods in which the Warrants were outstanding.

On August 29, 2011, the Company entered into an accelerated share repurchase agreement with Bank of America N.A. (BofA) under which it paid an initial $209.7 million for 4 million shares of the Company’s common stock. The Company settled the accelerated share repurchase agreement in May 2012 by paying BofA an additional $16.3 million. The Company recorded the total amount paid to BofA of $226.0 million as treasury stock in its consolidated balance sheet as of June 30, 2012. This represents an average price of $56.51 per share under the accelerated share repurchase agreement.

In June 2012, the Company’s Board of Directors approved a share repurchase program of up to 4 million shares of CACI’s common stock. The Company entered into two 10b5-1 plans under which the Company repurchased 2 million shares of CACI’s common stock at an average price of $51.43 per share as of June 30, 2012. The Company completed the purchase of the remaining 2 million shares in July 2012.

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

During the year ended June 30, 2012, the Company repurchased 6 million shares of its common stock under these two programs for $328.9 million, of which 0.2 million shares purchased for $12.3 million were settled and paid for in the first quarter of the year ending June 30, 2013.

Shares outstanding during the year ended June 30, 2012, reflect the repurchase of shares of CACI's common stock under the accelerated share repurchase agreement and the 10b5-1 plans described above. Shares outstanding during the years ended June 30, 2011 and 2010 reflect the repurchase of shares under other approved share repurchase programs.

NOTE 24. COMMON STOCK DATA (UNAUDITED)

The ranges of high and low sales prices of the Company's common stock as reported by the New York Stock Exchange for each quarter during the fiscal years ended June 30, 2012 and 2011 were as follows:

	2012		2011	
Quarter	High	Low	High	Low
1 st	$66.49	$46.63	$48.70	$40.00
2 nd	$59.45	$46.36	$54.11	$43.61
3 rd	$63.11	$54.95	$62.75	$50.91
4 th	$63.02	$41.29	$64.40	$58.15

NOTE 25. QUARTERLY FINANCIAL DATA (UNAUDITED)

This data is unaudited, but in the opinion of management, includes and reflects all adjustments that are normal and recurring in nature, and necessary, for a fair presentation of the selected data for these interim periods. Quarterly condensed financial operating results of the Company for the years ended June 30, 2012 and 2011, are presented below (in thousands except per share data).

	Year ended June 30, 2012			
	First	Second	Third	Fourth
Revenue	$924,395	$973,243	$927,962	$948,873
Income from operations	$ 75,654	$ 74,706	$ 72,781	$ 76,708
Net income attributable to CACI	$ 42,140	$ 41,061	$ 40,856	$ 43,397
Basic earnings per share	$ 1.46	$ 1.55	$ 1.54	$ 1.64
Diluted earnings per share	$ 1.41	$ 1.51	$ 1.45	$ 1.59
Weighted-average shares outstanding:				
Basic	28,915	26,450	26,537	26,407
Diluted	29,842	27,270	28,086	27,247

	Year ended June 30, 2011			
	First	Second	Third	Fourth
Revenue	$833,971	$867,278	$913,369	$963,162
Income from operations	$ 52,097	$ 59,435	$ 61,785	$ 78,084
Net income attributable to CACI	$ 28,655	$ 33,235	$ 36,427	$ 45,901
Basic earnings per share	$ 0.95	$ 1.10	$ 1.20	$ 1.52
Diluted earnings per share	$ 0.92	$ 1.08	$ 1.16	$ 1.44
Weighted-average shares outstanding:				
Basic	30,304	30,288	30,373	30,162
Diluted	31,102	30,906	31,300	31,895

CACI INTERNATIONAL INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 26. SUBSEQUENT EVENTS

On July 2, 2012, the Company completed its transaction to acquire Delta Solutions and Technologies, Inc. (Delta), for $42.5 million. Delta is a provider of financial management and business services to the federal government. This acquisition expands CACI’s presence in the business system solutions and government transformation arenas and complements its 2011 acquisition of the Oracle-based Advanced Programs Group.

SCHEDULE II

CACI INTERNATIONAL INC
VALUATION AND QUALIFYING ACCOUNTS
FOR YEARS ENDED JUNE 30, 2012, 2011 AND 2010
(in thousands)

	Balance at Beginning of Period	Additions at Cost	Deductions	Other Changes	Balance at End of Period
2012					
Reserves deducted from assets to which they apply:					
Allowances for doubtful accounts	$ 3,738	$ 2,583	$ (2,689)	$ (42)	$ 3,590
2011					
Reserves deducted from assets to which they apply:					
Allowances for doubtful accounts	$ 3,212	$ 1,802	$ (1,383)	$ 107	$ 3,738
2010					
Reserves deducted from assets to which they apply:					
Allowances for doubtful accounts	$ 3,501	$ 1,285	$ (1,394)	$ (180)	$ 3,212

Items included as “Other Changes” include acquisition date reserves of acquired businesses and foreign currency exchange differences.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized, on the 28 th day of August 2012.

CACI International Inc
Registrant

Date: August 28, 2012

By:

/s/ DANIEL D. ALLEN
Daniel D. Allen
President
Chief Executive Officer and Director
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in capacities and on the dates indicated.

Signatures	Title	Date
/s/ DANIEL D. ALLEN **Daniel D. Allen**	President, Chief Executive Officer and Director (Principal Executive Officer)	August 28, 2012
/s/ THOMAS A. MUTRYN **Thomas A. Mutryn**	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	August 28, 2012
/s/ CAROL P. HANNA **Carol P. Hanna**	Senior Vice President, Corporate Controller (Principal Accounting Officer)	August 28, 2012
/s/ DR. J. P. LONDON **Dr. J. P. London**	Chairman of the Board, Executive Chairman	August 28, 2012
/s/ PAUL M. COFONI **Paul M. Cofoni**	Director	August 28, 2012
/s/ JAMES S. GILMORE, III **James S. Gilmore, III**	Director	August 28, 2012
/s/ GREGORY G. JOHNSON **Adm Gregory G. Johnson, USN (Ret.)**	Director	August 28, 2012
/s/ DR. RICHARD L. LEATHERWOOD **Dr. Richard L. Leatherwood**	Director	August 28, 2012
/s/ JAMES L. PAVITT **James L. Pavitt**	Director	August 28, 2012

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Signatures	Title	Date
/s/ DR. WARREN R. PHILLIPS **Dr. Warren R. Phillips**	Director	August 28, 2012
/s/ CHARLES P. REVOILE **Charles P. Revoile**	Director	August 28, 2012
/s/ WILLIAM S. WALLACE **Gen William S. Wallace, USA (Ret.)**	Director	August 28, 2012

Exhibit 10.37

CACI International Inc
Supplemental Executive Retirement Plan

for

Daniel D. Allen

Supplemental Executive Retirement Plan for Daniel D. Allen

ARTICLE I
Purpose and Qualifications of Plan

1.1 Purpose. The purpose of this Supplemental Executive Retirement Plan (hereinafter, the “Plan”) is to provide certain supplemental retirement and other related benefits for the Executive as agreed to by the Company and the Executive at the time of his employment. Such benefits are calculated to restore the loss of certain benefits provided to the Executive by his former company, which benefits were reduced in amount due to the Executive’s early termination of employment. The benefits reduced are: (i) the former employer’s Salaried Pension Plan benefit, (ii) the former employer’s Supplemental Plan and, (iii) the former employer’s Officers Supplemental Executive Retirement Plan.

1.2 Qualifications of Plan. The Plan is not intended to meet the qualification requirements of Section 401(a) of the Internal Revenue Code (the “Code”), but is intended to meet the requirements of Code Section 409A and other relevant sections of the American Jobs Creation Act of 2004. The Plan is an unfunded arrangement providing deferred compensation to an eligible employee who is part of a select group of management or highly compensated employees of the Company within the meaning of Sections 201, 301, and 401 of ERISA and exempt from the requirements of Parts 2, 3, and 4 of Title I of ERISA as a “top hat” plan.

ARTICLE II
Definitions

For the purposes of this Plan, the following terms shall have the meanings indicated:

2.1 Board. “Board” means the Board of Directors of the Company.

2.2 Cause. “Cause” has the same meaning as is defined in the Employment Agreement.

2.3 Change in Control. “Change in Control” has the same meaning as is provided in the CACI International, Inc 2006 Stock Incentive Plan.

2.4 Committee. “Committee” means the Compensation Committee of the Board or other committee designated by the Board to administer the Plan pursuant to Article V.

2.5 Company. “Company” means CACI International Inc.

2.6 Effective Date. “Effective Date” means February 15, 2012.

2.7 Employer. “Employer” means the Company and each corporation, trade or business that, together with the Company, is treated as a single employer under Code Section 414(b) or (c).

2.8 Employment Agreement. The employment agreement by and between the Executive and the Company, effective March 7, 2011.

2.9 Executive. “Executive” means Daniel D. Allen (date of birth December 24, 1959).

2.10 Good Reason. “Good Reason” has the same meaning as is defined in the Severance Compensation Agreement.

2.11 Internal Revenue Code . “Internal Revenue Code” means the Internal Revenue Code of 1986, or any provision or section thereof herein specifically referred to, as such Code, provision or section may from time to time be amended or replaced. References to the Internal Revenue Code shall incorporate by reference all regulations, rulings, procedures, releases and other position statements issued by the Department of the Treasury or the Internal Revenue Service.

2.12 Normal Retirement Age . “Normal Retirement Age” means for the purposes of this agreement age sixty (60).

2.13 Offer Letter . “Offer Letter” means the letter from the Company to the Executive, dated March 1, 2011, in which the terms of the Executive’s employment with the Company and certain benefits are defined.

2.14 Period of Executive Service . “Period of Executive Service” means the number of complete calendar months of continuous Services, measured from the Executive’s first date of employment with the Company on March 14, 2011.

2.15 Retirement . “Retirement” means the Executive’s termination from employment with the Company at the Executive’s Normal Retirement Age or later.

2.16 Separation from Service . The Executive incurs a Separation from Service upon termination of employment with the Employer. Whether a Separation from Service has occurred shall be determined by the Committee in accordance with Code Section 409A. Except in the case of a bona fide leave of absence as provided below, the Executive is deemed to have incurred a Separation from Service if the Employer and the Executive reasonably anticipated that the level of services to be performed by the Executive after a date certain would be reduced to 20% or less of the average services rendered by the Executive during the immediately preceding 36-month period (or the total period of employment, if less than 36 months), disregarding periods during which the Employee was on a bona fide leave of absence.

If the Executive is absent from work due to military leave, sick leave, or other bona fide leave of absence, he shall incur a Separation from Service on the first date immediately following the later of (i) the six-month anniversary of the commencement of the leave or (ii) the expiration of the Executive’s right, if any, to reemployment under statute or contract.

For purposes of determining whether a Separation from Service has occurred, the Employer means the Employer as defined in Section 2.7 of the Plan, except that for purposes of determining whether another organization is a single employer with the Company, common ownership of at least 50% shall be determinative.

2.17 Services . “Services” means the Executive’s ongoing performance of the duties and responsibilities of an executive position that is at least equivalent (or more senior in title) to the Chief Operating Officer, U.S. Operations.

2.18 Severance Compensation Agreement . “Severance Compensation Agreement” means the severance compensation agreement between the Executive and the Company dated October 3, 2011.

2.19 Specified Employee . Specified Employee means an employee of the Employer who, as of the date of his Separation from Service, is a “key employee” of the Company or any affiliate (within the meaning of Code Section 414(b) or (c)), any stock of which is actively traded on an established securities market or otherwise. An employee is a key employee if he meets the requirements of Code Section 416(i)(1)(A)(i), (ii), or (iii) (applied in accordance with applicable regulations thereunder and without regard to Code Section 416(i)(5)) at any time during the 12-month period ending on the Specified Employee Identification Date. Such employee shall be treated as a key employee for the entire 12-month period beginning on the Specified Employee Effective Date.

For purposes of determining whether an employee is a Specified Employee, the compensation of the employee shall be determined in accordance with the definition of compensation provided under Treas. Reg. Section 1.415(c)-2(d)(2) (wages, salaries, fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan, to the extent such amounts are includible in gross income or would be includible but for an election under section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b), including the earned income of a self-employed individual); provided, however, that, with respect to a nonresident alien who is not a participant in the Plan, compensation shall not include compensation that is not includible in the gross income of the employee under Code Sections 872, 893, 894, 911, 931 and 933, provided such compensation is not effectively connected with the conduct of a trade or business within the United States.

Notwithstanding anything in this paragraph to the contrary, (i) if a different definition of compensation has been designated by the Company with respect to another nonqualified deferred compensation plan in which a key employee participates, the definition of compensation shall be the definition provided in Treas. Reg. Section 1.409A-1(i)(2), and (ii) the Company may through action that is legally binding with respect to all nonqualified deferred compensation plans maintained by the Company, elect to use a different definition of compensation.

In the event of corporate transactions described in Treas. Reg. Section 1.409A-1(i)6), the identification of Specified Employees shall be determined in accordance with the default rules described therein, unless the Employer elects to utilize the available alternative methodology through designations made within the timeframes specified therein.

2.20 Specified Employee Identification Date . Specified Employee Identification Date means December 31, unless the Employer has elected a different date through action that is legally binding with respect to all nonqualified deferred compensation plans maintained by the Employer.

2.21 Specified Employee Effective Date . Specified Employee Effective Date means the first day of the fourth month following the Specified Employee Identification Date, or such earlier date as is selected by the Committee.

2.22 Spouse . “Spouse” means Sarah Allen (date of birth January 16, 1959).

2.23 Years of Service . “Years of Service” means the number of years that the Executive provided Services to the Company.

ARTICLE III
Participation

3.1 Eligibility and Participation .

a. Eligibility . Eligibility to participate in the Plan shall be limited to the Executive.

b. Participation . The Executive’s participation in the Plan was effective upon the Effective Date thereof.

ARTICLE IV
Benefits

4.1 Supplement for Lost Benefit Under Former Company’s Pension Plan . Upon the Executive terminating Services for reasons other than for Cause, the Company shall pay to the Executive and, if she survives the

Executive, to the Spouse, the sum of eight-eight thousand dollars ($88,000) each year until the later of the Executive's death and the Spouse's death, beginning as of the later of (i) the first day of the seventh month after Separation from Service, or (ii) the date the Executive attains Normal Retirement Age.

4.2 Pro-rata Reduction in the Event of Early Voluntary Termination Other Than For Good Reason . In the event of a voluntary Separation from Service other than for Good Reason prior to attaining age 55, then the benefit under Section 4.1 shall be reduced by multiplying the benefits payable under Section 4.1 above by a fraction, the numerator of which is the Period of Executive Service completed by the Executive at the time the Executive separates from service or otherwise ceases to be employed in executive Services, and the denominator of which is the Period of Executive Service the Executive would have completed if he had remained employed in executive Services continuously through his Normal Retirement Date.

4.3 Other Early Termination . In the event of a voluntary Separation from Service for Good Reason, or in the event of an involuntary Separation from Service for reasons other than for Cause prior to attaining Normal Retirement Age, the Executive and the Spouse will be eligible to receive the full benefits defined in Section 4.1, beginning as of the later of (i) the first day of the seventh month after Separation from Service, or (ii) the date the Executive attains Normal Retirement Age.

4.4 Change in Control . In the event the Executive is involuntarily Separated from Service while he is serving in a position at or above the level of Chief Operating Officer of the Company (but not if he is serving in a lesser capacity with the Company) following a Change in Control, or in the event that the Executive voluntary Separates from Service (in any capacity with the Company) for Good Reason following a Change in Control, the Executive and the Spouse will be eligible to receive the full benefits defined in Section 4.1, beginning as of the later of (i) the first day of the seventh month after Separation from Service, or (ii) the date the Executive attains Normal Retirement Age.

4.5 Forfeiture of All Benefits for Termination for Cause . Notwithstanding anything to the contrary, the Executive shall forfeit all benefits under this Plan in the event that the Executive is involuntarily Separated from Service for Cause (whether before or after attaining Normal Retirement Age).

4.6 Death of the Executive Prior to Normal Retirement Age . In the event the Executive dies prior to attaining Normal Retirement Age, while employed in Executive Service, the Executive's Spouse, if living at such time, shall receive an amount equal to the benefit that she would have received under Section 4.1 beginning as of the later of (i) the first day of the seventh month after the Executive's death, or (ii) the date the Executive would have attained Normal Retirement Age.

4.7 Commencement of Payments . Payment of any benefits provided under this Article IV shall commence within 90 days of the later of Separation from Service or the attainment of Normal Retirement Age; provided, however, that if the Executive is a Specified Employee as of the date he incurs a Separation from Service, payment of benefits that are payable upon Separation from Service will be made or begin on the earlier of (i) the first day of the seventh month following the month in which such Separation from Service occurs or (ii) the death of the Executive. Subsequent annual payments shall be made on the anniversary date of the operative payment event.

4.8 Withholding; Payroll Taxes . The Company shall withhold from payments hereunder any taxes required to be withheld from such payments under local, state or federal law. The Executive and/or the Spouse may elect not to have withholding of federal income tax pursuant to Section 3405(a)(2) of the Code, or any successor provision thereto.

4.9 Payment to Guardian . If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of property, the Committee may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Committee and Company from all liability with respect to such benefit.

4.10 Payments Following Death of Executive and the Spouse . No payments shall be made to any person, trust or entity under this Plan after the death of the Executive and the Spouse. No benefits shall be payable under the Plan to anyone other than the Executive and the Spouse (as specifically identified by name in Article I), or their respective guardians, in the event of physical or mental disability.

ARTICLE V
Administration

5.1 Committee; Duties . The Plan shall be administered by the Committee. The Committee shall have the authority to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration. A majority vote of the Committee members shall control any decision.

5.2 Agents . The Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

5.3 Binding Effect of Decisions . The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final, conclusive and binding upon all persons having any interest in the Plan.

5.4 Indemnity of Committee . The Company shall indemnify and hold harmless the members of the Committee against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to this Plan on account of such member’s service on the Committee, except in the case of gross negligence or willful misconduct.

ARTICLE VI
Informal Funding

6.1 General Assets . All benefits in respect of the Executive under this Plan shall be paid directly from the general funds of the Company or a rabbi trust created for the purpose of informally funding the Plan, and other than such rabbi trust, if created, no special or separate fund shall be established and no other segregation of assets shall be made to assure payment. Neither the Executive nor the Spouse shall have any right, title or interest whatever in or to any investments that the Company may make to aid the Company in meeting its obligation hereunder. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Company and the Executive or the Spouse. To the extent that any person acquires a right to receive payments from the Company hereunder, such rights are no greater than the right of an unsecured general creditor of the Participating Employer.

6.2 Rabbi Trust . The Company may, at its sole discretion, establish a grantor trust, commonly known as a rabbi trust, as a vehicle for accumulating the assets needed to pay the promised benefit, but the Company shall be under no obligation to establish any such trust or any other informal funding vehicle.

ARTICLE VII
Claims Procedure

7.1 Filing a Claim. Any controversy or claim arising out of or relating to the Plan shall be filed with the Committee which shall make all determinations concerning such claim. Any decision by the Committee denying such claim shall be in writing and shall be delivered to the Executive or Spouse filing the claim ("Claimant").

a. In General. Notice of a denial of benefits will be provided within 90 days of the Committee's receipt of the Claimant's claim for benefits. If the Committee determines that it needs additional time to review the claim, the Committee will provide the Claimant with a notice of the extension before the end of the initial 90-day period. The extension will not be more than 90 days from the end of the initial 90-day period and the notice of extension will explain the special circumstances that require the extension and the date by which the Committee expects to make a decision.

b. Contents of Notice. If a claim for benefits is completely or partially denied, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language. The notice shall (1) cite the pertinent provisions of the Plan document and (2) explain, where appropriate, how the Claimant can perfect the claim, including a description of any additional material or information necessary to complete the claim and why such material or information is necessary. The claim denial also shall include an explanation of the claims review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review.

7.2 Appeal of Denied Claims. A Claimant whose claim has been completely or partially denied shall be entitled to appeal the claim denial by filing a written appeal with the Board. A Claimant who timely requests a review of the denied claim (or his or her authorized representative) may review, upon request and free of charge, copies of all documents, records and other information relevant to the denial and may submit written comments, documents, records and other information relevant to the claim to the Board. All written comments, documents, records, and other information shall be considered "relevant" if the information (1) was relied upon in making a benefits determination, (2) was submitted, considered or generated in the course of making a benefits decision regardless of whether it was relied upon to make the decision, or (3) demonstrates compliance with administrative processes and safeguards established for making benefit decisions. The Board may, in its sole discretion and if it deems appropriate or necessary, decide to hold a hearing with respect to the claim appeal.

a. In General. Appeal of a denied benefits claim must be filed in writing with the Board no later than sixty (60) days after receipt of the written notification of such claim denial. The Board shall make its decision regarding the merits of the denied claim within sixty (60) days following receipt of the appeal (or within one hundred and twenty (120) days after such receipt, in a case where there are special circumstances requiring extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Board expects to render the determination on review. The review will take into account comments, documents, records and other information submitted by the Claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

b. Contents of Notice. If a benefits claim is completely or partially denied on review, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language. The decision on review shall set forth (a) the specific reason or reasons for the denial, (b) specific references to the pertinent Plan provisions on which the denial is based, (c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, or other information relevant (as defined above) to the Claimant's claim, and (d) a statement describing any voluntary appeal procedures offered by the plan and a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

7.3 Legal Action . A Claimant may not bring any legal action relating to a claim for benefits under the Plan unless and until the Claimant has followed the claims procedures under the Plan and exhausted his or her administrative remedies under such claims procedures.

7.4 Discretion of Committee . All interpretations, determinations and decisions of the Committee with respect to any claim shall be made in its sole discretion, and shall be final and conclusive.

ARTICLE VIII
Termination, Suspension or Amendment

8.1 Termination, Suspension or Amendment of Plan . The Company may not terminate, amend or suspend the Plan at any time, in whole or in part, unless such action is done with the written consent of the Executive and the Spouse, if living.

ARTICLE IX
Miscellaneous

9.1 Non-assignability . Neither the Executive nor the Spouse shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and nontransferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by the Executive or the Spouse or any other person, nor be transferable by operation of law in the event of the Executive's, the Spouse's, or any other person's bankruptcy or insolvency.

9.2 Not a Contract of Employment . This Plan shall not constitute a contract of employment between Company and the Executive. Nothing in this Plan shall give the Executive the right to be retained in the service of Company or to interfere with the right of Company to discipline or discharge the Executive at any time.

9.3 Protective Provisions . The Executive shall cooperate with Company by furnishing any and all information requested by Company in order to facilitate the payment of benefits hereunder, and by taking such physical examinations as Company may deem necessary and by taking such other action as may be requested by Company.

9.4 Governing Law . The provisions of this Plan shall be construed and interpreted according to the laws of the Commonwealth of Virginia except as preempted by federal law.

9.5 Validity . If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal and invalid provision had never been inserted herein.

9.6 Notice . Any notice or filing required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered or certified mail. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Mailed notice to the Committee shall be directed to the Company's address. Mailed notice to the Executive or the Spouse shall be directed to the individual's last known address in Company's records.

9.7 Successors . The provisions of this Plan shall bind and inure to the benefit of Company and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Company, and successors of any such corporation or other business entity.

9.8 Compliance with Section 409A . All payments under this Plan shall be made in conformance with the provisions of Section 409A of the Internal Revenue Code. To the extent that any provision of this Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the provision complying with the applicable provisions of Section 409A of the Internal Revenue Code (including, but not limited to the requirement that any payment made on account of the Executive's Separation from Service shall not be made earlier than the first business day of the seventh month following the Executive's Separation from Service, or if earlier the date of death of the Executive). Any payment that is delayed in accordance with the foregoing sentence shall be made on the first business day following the expiration of such six (6) month period.

9.9 Tax Consequences of Payments . The Executive understands and agrees that the Company makes no representations as to the tax consequences of any benefits provided hereunder (including, without limitation, under Section 409A of the Internal Revenue Code). The Executive (or the Executive's Spouse) is solely responsible for any and all income, excise or other taxes imposed on the Executive or the Spouse with respect to any benefits provided hereunder.

IN WITNESS WHEREOF, the undersigned executed this Restated Plan as of the 10th day of August, 2012, effective as of February 15, 2012.

CACI INTERNATIONAL INC

By: /s/ Jerry A. Reece

Its: Sr. Vice President

Dated: 8/10/2012

EXECUTIVE

/s/ Daniel D. Allen

Daniel D. Allen

Exhibit 10.38

SEVERANCE COMPENSATION AGREEMENT

THIS AGREEMENT is made as of the 1 st day of July, 2012, between CACI International Inc, a Delaware corporation headquartered at 1100 North Glebe Road, Arlington, Virginia, and John S. Mengucci (the "Executive") residing at 12636 Greenbriar Road, Potomac, MD 20854.

W I T N E S S E T H:

WHEREAS, the Executive is employed by CACI International Inc and/or one or more of its wholly-owned subsidiaries ("the Company"), and the services of the Executive, his managerial experience, and his knowledge of the affairs of the Company are of great value to the Company; and

WHEREAS, the Board of Directors of CACI International Inc has determined that it is in the best interests of the Company and the Executive to enter into this agreement setting forth the obligations of the Company and the Executive upon the Executive's termination of employment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. At-Will Employment . The Company and the Executive agree that the Executive is employed on an at-will basis. Unless otherwise specifically provided in a written agreement signed by both the Company and the Executive, the parties understand that the Executive is employed for no fixed term or period, that either the Company or the Executive may terminate the Executive's employment with the Company at any time with or without a reason, and that this Agreement creates no contract of employment between the Company and the Executive.

2. Term . The term of this Agreement shall be for the period from July 1, 2012 through June 30, 2013, and shall automatically renew itself from year-to-year thereafter, unless the Company provides to the Executive written notice of the Company's intent to amend the Company's severance policy with respect to its senior executives and to apply the amended policy to the Executive. In the event the Company provides such notice to the Executive, this Agreement shall expire by its terms at the end of the full term year that begins on the next July 1 following the date such notice is received by the Executive.

3. Death or Disability . The Executive's employment shall terminate (without severance) automatically upon the death of the Executive. The Company shall have the right to terminate the Executive's employment without payment of severance on thirty (30) days written notice in the event of the Executive's Disability. For purposes of this Agreement, "Disability" shall mean (i) if the Executive is subject to a legal decree of incompetency (the date of such decree being deemed the date on which such disability occurred), (ii) the written determination by a physician selected by the Company that, because of a medically determinable disease, injury or other physical or mental disability, the Executive is unable substantially to perform all of the services required of his position with the Company, and that such disability has lasted for the immediately preceding ninety (90) days and is, as of the date of determination, reasonably expected to last an additional ninety (90) days or longer after the date of determination, in each case based upon medically available reliable information, or (iii) Executive's qualifying for benefits under the Company's long-term disability coverage, if any. The Company's right to terminate the Executive's employment without payment of severance under this Paragraph shall not limit or reduce in anyway the Executive's right to receive benefits under any disability insurance or plan maintained by the Company for the benefit of the Executive.

4. Voluntary Separation (Other Than For Good Reason) . The Executive shall have the right to terminate his employment with the Company on thirty (30) days written notice to the Company at any time on written notice to the Company indicating the Executive's desire to retire or to resign from the Company's employment.

5. Termination For Cause .

(a) The Board of Directors of the Company may terminate this Agreement for “Cause.” For the purposes of this Agreement “Cause” shall be defined as:

(i) Gross negligence, willful misconduct or willful malfeasance by the Executive in connection with the performance of any material duty for the Company;

(ii) The Executive’s continued failure, after being provided notice specifying the nature of such failure, to comply with a direction of the President and Chief Executive Officer or the Board with respect to an act, omission or failure to act on the part of the Executive;

(iii) A breach of the Executive’s fiduciary obligations to the Company;

(iv) A violation by the Executive of any legal requirement or obligation relating to the Company that the Board of Directors, acting in good faith, reasonably determines is likely to have a material adverse impact on 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);

(v) The Executive’s indictment for, conviction of, or plea of guilty or nolo contendere to a felony involving theft, embezzlement, fraud, dishonesty, or any similar offense;

(vi) Theft, embezzlement or fraud by the Executive in connection with the performance of his duties for the Company;

(vii) A material failure to comply with any lawful direction of the Executive Chairman, Chief Executive Officer or Board of Directors of the Company;

(viii) A breach of any material obligation imposed on the Executive by this Agreement or the Employee Agreement dated February 21, 2012;

(ix) A material violation of the Company’s Code of Ethics and Business Conduct Standard or any other published Company policy;

(x) Any act, omission or failure to act on the part of the Executive (including an act, omission or failure to act prior to the commencement of the Executive’s employment with the Company) that results in the inability of the Executive to secure or maintain security clearances necessary or appropriate to Executive’s position with the Company and the conduct of the Company’s business; and

(xi) The misappropriation of any material business opportunity.

“Cause” shall be based only on material matters and not on matters of minor importance.

(b) The Executive may be terminated for Cause only in accordance with a resolution duly adopted by an absolute majority of the entire number of the non-management directors of the Company finding that, in the good faith opinion of the Board of Directors, the Executive engaged in conduct justifying a termination for Cause as that term is defined above and specifying the particulars of the conduct motivating the Board’s decision to terminate the Executive for Cause. Such resolution may be adopted by the Board only after the Board has provided to the Executive (i) advance written notice of a meeting of the Board called for the purpose of determining Cause for termination of the Executive, (ii) a statement setting forth the alleged grounds for termination, and (iii) an opportunity for the Executive, and, if the Executive so desires, the Executive’s counsel to be heard before the Board. Prior to such meeting of the Board, the Executive shall be given a reasonable opportunity to cure any act or omission which the Board, in its reasonable judgment, determines is susceptible of cure. The action required to cure the act or omission, and the time period in which cure must be effected, shall be communicated to the Executive in writing.

6. Termination Payment (Not In Connection With A Change In Control) . If, prior to, or more than twelve (12) months following a Change in Control Date (as defined in Paragraph 7 below), the Executive's employment is terminated by the Company for any reason other than those set forth in Paragraphs 3, 4 or 5 above, or the Executive resigns for "Good Reason" (as defined in Paragraph 7 below) within six (6) months following the initial existence of such Good Reason, then the following provisions shall apply:

(a) The Company shall pay to the Executive an amount equal to twelve (12) months of the Executive's "Current Base Salary." For this purpose, the Executive's "Current Base Salary" shall be deemed to be the amount of base salary being paid to the Executive at the time of termination.

(b) The Company shall pay to the Executive a prorated portion of the cash incentive (including, for this purpose, the annual component and any partial quarterly component) otherwise payable to the Executive for the fiscal year of termination under the annual incentive or bonus plan maintained by the Company for its senior executives (the "Annual Incentive Plan") (or any replacement bonus or incentive arrangement covering the Executive). Such amount shall be determined based on Company performance consistent with the cash incentive paid under the Annual Incentive Plan to comparable active executives in good standing who meet expectations and remained on the payroll and eligible for a bonus. The amount payable shall be determined by multiplying the cash incentive that the Executive would have received had his employment not terminated, by a fraction, the numerator of which is the number of months in the fiscal year (in the case of the annual component) or fiscal quarter (in the case of the quarterly component) during which Executive was employed (including the month in which the termination occurs) and the denominator of which is twelve (in the case of the annual component) or three (in the case of the quarterly component).

(c) The Executive shall continue to participate in, and be covered under, the Company's health care coverage for a period of six (6) months following the Executive's termination of employment (the "Medical Benefits Continuation Period") on the same basis as other senior executives of the Company. Notwithstanding the foregoing, if the Executive accepts post-employment with another entity that provides health care coverage during the Medical Benefits Continuation Period, the Company shall not provide the Executive with health care coverage under this Paragraph (but the Executive shall retain any rights to continuation coverage that he may have under applicable law). For purposes of the Executive's continuation coverage rights under Section 601 et. seq. of the Employee Retirement Income Security Act, Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar state or local law, the continuation period shall be deemed to have commenced as of the beginning of the period for which the Company has agreed to continue benefits following the Executive's termination of employment. To the extent that the coverage provided to the Executive is taxable for federal income tax purposes, then the Executive shall pay the full cost of coverage during the Medical Benefits Continuation Period and the Company shall pay the Executive an amount equal to (i) the cost of such coverage, less any amount that would have been payable by the Executive if he were actively employed by the Company, plus (ii) an additional amount designed to cover all estimated applicable local, state and federal income and payroll taxes imposed on the Executive with respect to such additional payment.

(d) 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.

7. Termination Payment (In Connection With A Change In Control) .

(a) For purposes of this Agreement:

(i) A "Change of Control" occurs whenever there is a change in control of the Company within the meaning of the CACI International, Inc 2006 Stock Incentive Plan.

(ii) The "Change of Control Date" shall be the date on which a Change of Control event is legally consummated and legally binding upon the parties.

(iii) Prior to a Change in Control Date, "Good Reason" for the Executive's resignation shall mean 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 (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); or

(2) A substantial adverse alteration in the conditions of the Executive's employment.

(iv) Following a Change in Control Date, "Good Reason" for the Executive's resignation shall also include the occurrence of any of the following circumstances without the Executive's prior written consent:

(1) 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

(2) A change in the geographic location of the Executive's job more than fifty (50) miles from his Local Residence (as defined in paragraph 12 below) on the day before the Change in Control Date; or

(3) A material reduction in the Executive's total compensation and benefit opportunity (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)

(b) If, within twelve (12) months of the Change in Control Date, the Executive resigns for Good Reason, or the Executive's employment is terminated for any reason other than the reasons set forth in Paragraphs 3, 4 or 5 above, then the Company shall pay to the Executive the following amounts:

(i) An amount equal to twenty-four (24) months of the Executive's Current Base Salary (as defined in Paragraph 6 above).

(ii) A prorated portion of the cash incentive (including, for this purpose, the annual component and any partial quarterly component) otherwise payable to the Executive for the fiscal year of termination under the annual incentive or bonus plan maintained by the Company for its senior executives (the "Annual Incentive Plan") (or any replacement bonus or incentive arrangement covering the Executive). Such amount shall be determined based on Company performance consistent with the cash incentive paid under the Annual Incentive Plan to comparable active executives in good standing who meet expectations and remained on the payroll and eligible for a bonus. The amount payable shall be determined by multiplying the cash incentive that the Executive would have received had his employment not terminated, by a fraction, the numerator of which is the number of months in the fiscal year (in the case of the annual component) or fiscal quarter (in the case of the quarterly component) during which Executive was employed (including the month in which the termination occurs) and the denominator of which is twelve (in the case of the annual component) or three (in the case of the quarterly component).

(iii) A cash lump sum amount equal to one-and-one-half (1.5) times the average cash incentive (including, for this purpose, any quarterly and annual components) actually paid to the Executive under the Annual Incentive Plan for the five (5) fiscal years immediately preceding the year of termination.

(c) In addition, the Executive shall continue to participate in, and be covered under, the Company's health care coverage in accordance with (and subject to the limitations imposed by) Paragraph 6(c).

(d) The ability of the Executive to resign for Good Reason shall be subject to the notice and opportunity to cure provisions contained in Paragraph 6(c).

8. Payment of Other Compensation . In addition to any payment due the Executive pursuant to Paragraphs 6 or 7, at the time of termination of the Executive's employment, the Executive shall be paid all other compensation and benefits that may be due or provided to the Executive in accordance with the terms and conditions of any applicable plan, policy or arrangement governing the payment of such compensation or benefits.

9. Timing of Payment .

(a) The compensation payable in accordance with Paragraph 6(a) or 7(b)(i) and (iii) shall be paid in a lump sum within thirty days following the Executive's termination of employment.

(b) The compensation payable in accordance with Paragraph 6(b) or 7(b)(ii) shall be paid in a lump sum on the date on which the Company pays bonuses for the fiscal year of termination to actively employed senior executives; provided, however, in no event shall such payment be made more than 2 $^{1}/_{2}$ months following the close of the fiscal year of the Company to which such bonus relates.

(c) Any additional amount payable in accordance with Paragraph 6(c) shall be paid to the Executive in cash (less required withholding), on a monthly basis, at the same time that the underlying medical coverage benefit is provided to the Executive. In determining the amount of such payment the Executive shall be deemed to pay federal income tax at the highest marginal rate applicable to individuals in the calendar year in which the payment is made and to pay state and local income taxes at the highest effective rate in the state or locality in which such payment is taxable. All payments made under Paragraph 6(d) shall be made in accordance with the provisions of Treas. Reg. §1.409A-3(i)(1).

10. Employee Agreement . This agreement incorporates by reference the Employee Agreement between the Executive and the Company, a copy of which is attached hereto. The payments and benefits provided to the executive under this Agreement are further consideration for the Executive's compliance with each and every term of the Employee Agreement and such compliance is a condition precedent to the Executive's entitlement to any payment or benefit hereunder. The covenants, restrictions and terms of this Agreement are intended to supplement, and do not supersede, the covenants, restrictions and terms of the Employee Agreement. To the extent any covenant, restriction or term of this Agreement is more restrictive than a similar covenant, restriction or term of the Employee Agreement, the covenant, restriction or term of this Agreement shall control. To the extent any covenant, restriction or term of the Employee Agreement is more restrictive than a similar covenant, restriction or term of this Agreement, the covenant, restriction or term of the Employee Agreement shall control.

11. Affiliations . The Executive shall avoid diluting his energies by engaging in outside commitments to other companies or organizations that require efforts that, either directly or indirectly, reduce the focus, concentration and amount of time Executive devotes to CACI. Therefore, with the exception of membership with professional/industry associations that directly relate to Executive's job, and that do not have leadership responsibilities, and participation with not for profit charitable or community service entities whose primary activities take place outside of normal working hours, Executive shall not be affiliated with any entities outside of CACI without first receiving approval from the Corporate Governance and Nominating Committee of the Company's Board of Directors.

12. Local Residence. The Executive agrees that during the Employment Period he will maintain his legal residence within fifty (50) miles of the main office of the Company (which is currently at 1100 N. Glebe Road, Arlington, Virginia 22201).

13. Stock Holding Requirement. The Executive shall maintain compliance with the stock holding requirements for his position as detailed in the CACI Management Stock Ownership Guidelines, which is administered by the Compensation Committee of the Board of Directors.

14. Transactions in Company Stock. The Executive shall notify the Executive Committee of the Board of Directors when he intends to buy or sell Company stock, prior to any transaction. It is recommended that the Executive utilize a 10b5-1 Plan for all transactions in Company stock.

15. Non-Competition. The terms of this Paragraph are intended to supplement (and are in addition to) the non-compete provisions contained in the Employee Agreement.

(a) The Executive understands and agrees that this non-compete restriction is aimed at protecting CACI's relationship with its current and prospective clients, as such clients are specifically named in written proposals, contracts and task orders (collectively, these are referred to as "CACI Clients"). The Executive understands and agrees that the definition of CACI Clients as used in this Agreement is intended to cover the specific program offices or activities which CACI pursues, or for which CACI performs work, within large governmental departments, such as the Department of the Navy or the Army, not the greater department in general.

(b) The Executive agrees that CACI may reasonably protect its relationships with CACI Clients by prohibiting the Executive from competing with CACI for work with: (i) any CACI Clients while the Executive is employed by CACI, and (ii) certain CACI Clients for a reasonable period of time following termination of the Executive's CACI employment.

(c) During the Executive's employment with CACI, the Executive will not directly or indirectly sell, market or otherwise provide goods or services to any CACI Clients in competition with CACI.

(d) For a period of two (2) years following termination of the Executive's employment, the Executive will not directly or indirectly provide goods or services to CACI Clients when such goods or services are in competition with those goods or services without advance written permission of the Chief Legal Officer (i) provided within the year prior to termination of the Executive's employment under contract or task order, or (ii) offered pursuant to a formal or informal proposal, to CACI Clients by any CACI organizational unit for which the Executive worked or for which the Executive had responsibility within one (1) year prior to the termination of the Executive's employment.

(e) During the Executive's employment with CACI and for a period of two (2) years following termination of that employment, the Executive will not participate in competition for the award of any contract or task order for which any CACI organizational unit for which the Executive worked or for which the Executive had responsibility within one (1) year prior to the end of the Executive's CACI employment is competing without advance written permission of the Chief Legal Officer.

(f) During the Executive's employment and for a period of two (2) years following termination of that employment, the Executive will not, directly or indirectly interfere with, disparage or damage, or attempt to interfere with, disparage or damage, the Company's reputation, or any relationship between the Company or its affiliated or subsidiary companies and any other entity.

(g) The Executive agrees not to hire or solicit for hiring, directly or indirectly any person now or hereafter employed by, or providing services as a subcontractor or consultant to, CACI and its affiliate companies, for a period of two (2) years after termination of employment without the advance written permission of the Chief Legal Officer.

(h) The Executive understands and agrees that the payments made under this Agreement constitute additional consideration for the Executive's performance of the covenants set forth in this Paragraph 15 and in the Employee Agreement.

16. No Disparaging Comments . During his period of employment and at all times thereafter, the Executive shall refrain from making any disparaging remarks about the businesses, services and products of the Company, its subsidiaries and affiliates, as well as their respective officers, directors, executives, managers, stockholders, employees, agents, or representatives.

17. Release . In consideration of any payment made to the Executive pursuant to this Agreement (and as a condition precedent to the Executive's right to any such payment), the Executive agrees to release the Company and its subsidiaries, affiliates, officers, directors, stockholders, employees, agents, representatives, and successors from and against any and all claims that the Executive may have against any such person or entity relating to the Executive's employment by the Company and the termination thereof, such release to be in form and substance reasonably satisfactory to the Company.

18. Assignment . By reason of the special and unique nature of the obligations hereunder, it is agreed that neither party hereto may assign any interests, rights or duties which the party may have in this Agreement without the prior written consent of the other party, except that upon any "Change in Control," this Agreement shall inure to the benefit of and be binding upon the Executive and the purchasing, surviving or resulting entity, company or corporation in the same manner and to the same extent as though such entity, company or corporation were the Company.

19. Dispute Resolution .

(a) Except as provided in subsection (b) below, the Company and the Executive agree that any controversy or claim arising out of or relating to this Agreement, or its breach by the Company shall be resolved by arbitration. This arbitration shall be held in Arlington, Virginia in accordance with the model employment arbitration procedures of the American Arbitration Association. Judgment upon award rendered by the arbitrator shall be binding upon both parties and may be entered and enforced in any court of competent jurisdiction.

(b) The Executive acknowledges and agrees that notwithstanding subsection (a) above, if the Executive breaches any of the provisions of Paragraph 15 hereof, the Company will suffer immediate and irreparable harm for which monetary damages alone will not be a sufficient remedy, and that, in addition to all other remedies that the Company may have, the Company shall be entitled to seek injunctive relief, specific performance or any other form of equitable relief to remedy a breach or threatened breach of Paragraph 15 by the Executive and to enforce the provisions of this Agreement. The existence of this right shall not preclude or otherwise limit the applicability or exercise of any other rights and remedies which the Company may have at law or in equity.

20. Amendments. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in a writing signed by the Executive and the Company. No waiver by either party of any breach or failure to comply with any condition or provision of this Agreement by the other party at any time shall be deemed a waiver of any other breach or failure to comply with the conditions or provisions of this Agreement. No agreements or representations, oral or otherwise, expressed or implied, concerning the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

21. Entire Agreement . This Agreement constitutes the entire understanding and agreement between the Company and the Executive with regard to all matters herein. It supersedes and replaces any and all prior agreements written or oral between the Company and the Executive concerning the severance benefits that may be payable to the Executive. However, this Agreement does not affect or supersede the terms of the Employee Agreement dated February 21, 2012, the Indemnification Agreement dated July 19, 2012, or the Supplemental Executive Retirement Plan to be provided to the Executive, all of which shall remain in full force and effect.

22. Compliance with Section 409A . Paragraphs 6(a), 6(b), and 7(b)(i), (ii) and (iii) of this Agreement are intended to constitute a separation pay arrangement that does not provide for the deferral of compensation subject to Section 409A of the Code (under the short-term deferral exception contained in Treas. Reg.

§1.409A-1(b)(4)).). In order for the short-term deferral exception to apply, payments must be completed within two and a half months after the close of the year in which Executive's separation from service occurs. Section 17 of the Agreement states that Executive's entitlement to severance payments is conditioned upon Executive releasing the Company and its subsidiaries, affiliates, officers, directors, stockholders, employees, agents, representatives, and successors from and against any and all claims that Executive may have against any such person or entity with respect to Executive's employment by CACI and the termination thereof. It also provides that the required release is to be in form and substance reasonably satisfactory to CACI. The parties agree that the Company is allowed to withhold payment until the release is completed and that Executive is required to provide the required release to CACI within the Section 409A short term deferral period (i.e., in time for payment to be completed within two and a half months after the close of the year in which your separation from service occurs).

If any provision of Paragraphs 6 and 7(b)(i), (ii) or (iii) are subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with such provisions not being subject to the provisions of Section 409A. The provisions of Paragraphs 6(c) and 8 are intended to comply with the provisions of Section 409A of the Code (to the extent applicable) and, to the extent that Section 409A applies to Paragraph 6(c) or 8 (or any provision of this Agreement) and such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the provision complying with the provisions of Section 409A of the Code (including, but not limited to the requirement that any payment made on account of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations issued thereunder) ("Separation from Service"), shall not be made earlier than the first business day of the seventh month following the Executive's Separation from Service, or if earlier the date of death of the Executive. Any payment that is delayed in accordance with the foregoing sentence shall be made on the first business day following the expiration of such six (6) month period.

23. Tax Consequences of Payments . The Executive understands and agrees that the Company makes no representations as to the tax consequences of any compensation or benefits provided hereunder (including, without limitation, under Section 409A of the Code, if applicable). Executive is solely responsible for any and all income, excise or other taxes imposed on Executive with respect to any and all compensation or other benefits provided to Executive.

24. Governing Law . This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws.

25. Notices . For purposes of this Agreement, notices and communications hereunder shall be in writing and shall be deemed properly given and effective when received, if sent by facsimile or telecopy, or by postage prepaid by registered or certified mail, return receipt requested, or by other delivery service which provides evidence of delivery, as follows:

If to the Company:

CACI International Inc
1100 N. Glebe Road
16th Floor
Arlington, Virginia 22201
Attention: General Counsel

If to the Executive:

John S. Mengucci
12636 Greenbriar Road
Potomac, MD 20854

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

26. Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

28. Initials. Each page of this Agreement shall be initialed and dated by the Executive and the official signing for and on behalf of the Company.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the day and year first above written.

CACI International Inc	John S. Mengucci
By: /s/ Arnold Morse	/s/ John S. Mengucci

Exhibit 10.39

August 24, 2011

To: CACI International Inc
1100 North Glebe Road
Arlington, VA 22201
Attn: Thomas A. Mutryn, CFO and Treasurer
Telephone: (703) 841-4488

From Bank of America, N.A.
c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036
Attn: John Servidio
Telephone: 646-855-6770
Facsimile: 704-208-2869

Re: Issuer Forward Repurchase Transaction
(BofAML Reference Number: 118359165)

Ladies and Gentlemen:

The purpose of this communication (this " **Confirmation** ") is to confirm the terms and conditions of the Transaction entered into between Bank of America, N.A. (" **BofA** ") and CACI International Inc (" **Counterparty** ") on the Trade Date specified below (the " **Transaction** "). The terms of the Transaction shall be set forth in this Confirmation. This Confirmation shall constitute a "Confirmation" as referred to in the ISDA Master Agreement specified below.

1. This Confirmation is subject to, and incorporates, the definitions and provisions of the 2006 ISDA Definitions (including the Annex thereto) (the " **2006 Definitions** ") and the definitions and provisions of the 2002 ISDA Equity Derivatives Definitions (the " **Equity Definitions** ", and together with the 2006 Definitions, the " **Definitions** "), in each case as published by the International Swaps and Derivatives Association, Inc. (" **ISDA** "). In the event of any inconsistency between the 2006 Definitions and the Equity Definitions, the Equity Definitions will govern.

This Confirmation evidences a complete and binding agreement between BofA and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the " **Agreement** ") in the form of the 2002 ISDA Master Agreement (the " **ISDA Form** ") as if BofA and Counterparty had executed an agreement in such form (without any Schedule but with the elections set forth in this Confirmation; provided, however, that no transaction now existing or hereafter entered into between BofA and Counterparty shall constitute a Specified Transaction for purposes of the Agreement). The Transaction shall be the only Transaction under the Agreement and shall not constitute a "Transaction" (as such term is defined in the ISDA Form) under any other agreement, including any ISDA Master Agreement currently existing or entered into from time to time between BofA and Counterparty

All provisions contained in, or incorporated by reference to, the Agreement will govern this Confirmation except as expressly modified herein. In the event of any inconsistency between this Confirmation and either the Definitions or the Agreement, this Confirmation shall govern. The Transaction is a Share Forward Transaction within the meaning set forth in the Equity Definitions.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	August 24, 2011

Pursuant to Rule 24b-2 under the Securities and Exchange Act of 1934, as amended, portions of Annex B to this Confirmation have been omitted from the version filed, pursuant to Item 601(b)(10) of Regulation S-K, as Exhibit 10.[___] to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011.

Seller:	BofA
Buyer:	Counterparty
Shares:	The common stock of Counterparty, par value USD 0.10 per share (Ticker Symbol: "CACI")
Prepayment:	Applicable
Prepayment Amount:	As provided in Annex B to this Confirmation.
Prepayment Date:	As provided in Annex B of this Confirmation.
Exchange:	New York Stock Exchange
Related Exchange(s):	All Exchanges
Calculation Agent:	Bank of America, N.A., which shall make all calculations, adjustments and determinations required pursuant to this Transaction in accordance with Section 1.40 of the Equity Definitions. The Calculation Agent shall provide, upon request of Counterparty, a schedule of all calculations, adjustments and determinations in reasonable detail in a spreadsheet or other customary numerical format and in a timely manner, it being understood that the Calculation Agent shall not be obligated to disclose any proprietary models used by it for any such calculation, adjustment or determination or any information that the Calculation Agent is required by applicable law, regulation or contract to keep confidential.

Valuation Terms:

Averaging Dates:	Each of the consecutive Exchange Business Days commencing on, and including, the Initial Averaging Date and ending on, and including, the Final Averaging Date.
Initial Averaging Date:	As provided in Annex B of this Confirmation.
Final Averaging Date:	The Scheduled Final Averaging Date; *provided* that BofA shall have the right, in its absolute discretion, at any time to accelerate the Final Averaging Date to any date that is on or after the Scheduled Earliest Acceleration Date by written notice to Counterparty no later than 9:00 P.M., New York City time, on the Exchange Business Day immediately following the accelerated Final Averaging Date.
Scheduled Final Averaging Date:	As provided in Annex B to this Confirmation.
Scheduled Earliest Acceleration Date:	As provided in Annex B to this Confirmation.
Valuation Date:	The Final Averaging Date.

Averaging Date Disruption:	Modified Postponement, *provided* that notwithstanding anything to the contrary in the Equity Definitions, if a Market Disruption Event occurs on any Averaging Date, the Calculation Agent may, if appropriate in light of market conditions, regulatory considerations or otherwise, take any or all of the following actions: (i) postpone the Scheduled Final Averaging Date in accordance with Modified Postponement (as modified herein) and/or (ii) determine that such Averaging Date is a Disrupted Day only in part, in which case the Calculation Agent shall (x) determine the VWAP Price for such Disrupted Day based on Rule 10b-18 eligible transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event and (y) determine the Settlement Price based on an appropriately weighted average instead of the arithmetic average described under "Settlement Price" below. Any Exchange Business Day on which, as of the date hereof, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be an Exchange Business Day; if a closure of the Exchange prior to its normal close of trading on any Exchange Business Day is scheduled following the date hereof, then such Exchange Business Day shall be deemed to be a Disrupted Day in full. Section 6.6(a) of the Equity Definitions is hereby amended by replacing the word "shall" in the fifth line thereof with the word "may," and by deleting clause (i) thereof, and Section 6.7(c)(iii)(A) of the Equity Definitions is hereby amended by replacing the word "shall" in the sixth and eighth line thereof with the word "may."
Market Disruption Events:	Section 6.3(a) of the Equity Definitions is hereby amended (A) by deleting the words "during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in clause (ii) thereof, and (B) by replacing the words "or (iii) an Early Closure." therein with "(iii) an Early Closure, or (iv) a Regulatory Disruption." Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	Any event that BofA, in its reasonable discretion, based on the advice of counsel, determines makes it appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures for BofA to refrain from or decrease any market activity in connection with the Transaction. BofA shall notify Counterparty as soon as reasonably practicable that a Regulatory Disruption has occurred and the Averaging Dates affected by it.

Settlement Terms:	
Initial Shares:	As provided in Annex B to this Confirmation.
Initial Share Delivery:	On the Initial Share Delivery Date, BofA shall deliver to Counterparty the Initial Shares.
Initial Share Delivery Date:	As provided in Annex B of this Confirmation.
Initial Price:	As provided in Annex B of this Confirmation.
Settlement Date:	The date that falls three Exchange Business Days following the Valuation Date.
Settlement:	On the Settlement Date (x) if the True-Up Amount is a negative number, Counterparty shall make a cash payment to BofA in an amount equal to the absolute value of the True-Up Amount, subject to the provisions opposite the caption “Counterparty Share Settlement” below, (y) if the True-Up Amount is a positive number, BofA shall make a cash payment to Counterparty in an amount equal to the True-Up Amount, subject to the provisions opposite the caption “BofA Share Settlement” below, and (z) if the True-Up Amount is zero, neither Counterparty nor BofA shall be required to make any payment or delivery to the other.
Counterparty Share Settlement:	If the True-Up Amount is a negative number, Counterparty may elect, in lieu of making a cash payment to BofA in an amount equal to the True-Up Amount for the “Net Share Settlement Provisions” set forth in paragraphs 1 through 4 of Annex A to apply to the entire True-Up Amount, so long as Counterparty notifies BofA in writing of such election on or prior to the Settlement Notice Date.
BofA Share Settlement:	If the True-Up Amount is a positive number, Counterparty may elect to receive from BofA, in lieu of any cash payment from BofA equal to the True-Up Amount, a number of Shares equal to the True-Up Share Amount, so long as: (x) Counterparty makes the “Election Representations” below in writing to BofA as of the date of, and in connection with, such election by Counterparty to receive Shares in settlement of the Transaction; (y) at the time of such election, Counterparty provides to BofA a written statement that the representations contained in Section 7(a)(i) and Section 7(a)(vii) of this Confirmation are true and correct as of (and as if made on) the date of such election; and (z) Counterparty notifies BofA in writing of such election on or prior to the Settlement Notice Date. If Counterparty validly so elects to receive from BofA, in lieu of any cash payment from BofA equal to the True-Up Amount, a number of Shares equal to the True-Up Share Amount, such Shares shall be delivered to Counterparty by BofA on the Exchange Business Day immediately following the last True-Up Valuation Date.

Election Representations:	As of the date of an election by Counterparty to receive a Share delivery from BofA pursuant to the provisions opposite the caption “BofA Share Settlement” above, (x) Counterparty represents to BofA that it has all necessary corporate power and authority to make such election and to perform its obligations upon such election, and (y) Counterparty represents to BofA that such election, and any payment or receipt of delivery in connection therewith, have been duly authorized by all necessary corporate action on Counterparty’s part.
Settlement Notice Date:	The date that falls two Exchange Business Days following the Valuation Date.
True-Up Amount:	An amount equal to (i) the Prepayment Amount *minus* (ii) the Initial Shares *multiplied* by the Settlement Price.
True-Up Share Amount:	True-Up Amount *divided by* the True-Up Valuation Price.
True-Up Valuation Price:	The arithmetic average of the VWAP Prices for all True-Up Valuation Dates *plus* USD 0.02, and subject to Averaging Date Disruption, determined as if each True-Up Valuation Date were an Averaging Date (with Averaging Date Disruption applying as if the last True-Up Valuation Date were the Final Averaging Date and the True-Up Valuation Price were the Settlement Price).
True-Up Valuation Dates:	Up to five (5) Scheduled Trading Days beginning on the Settlement Date; provided that BofA shall take into account market conditions at the time (including, but not limited to, liquidity) and any applicable regulatory considerations in a good faith commercially reasonable manner. BofA may, based on the advice of counsel, extend the dates noted above in a commercially reasonable manner.
Settlement Price:	The arithmetic average of the VWAP Prices for all Averaging Dates *minus* the Discount.
VWAP Price:	For any Averaging Date, the Rule 10b-18 dollar volume weighted average price per Share for such day based on transactions executed during such day, as reported on Bloomberg Page “CACI.Q <Equity> AQR SEC” (or any successor thereto) or, in the event such price is not so reported on such day for any reason or is manifestly incorrect, as reasonably determined by the Calculation Agent using a volume weighted method.
Discount:	As provided in Annex B to this Confirmation.
Excess Dividend Amount:	For the avoidance of doubt, all references to the Excess Dividend Amount in Section 9.2(a)(iii) of the Equity Definitions shall be deleted.
Other Applicable Provisions:	To the extent either party is obligated to deliver Shares hereunder, the provisions of the last sentence of Section 9.2 and Sections 9.8, 9.9, 9.10, 9.11 (except that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations,

	limitations or requirements under applicable securities laws arising as a result of the fact that Counterparty is the Issuer of the Shares) and 9.12 of the Equity Definitions will be applicable as if “Physical Settlement” applied to the Transaction.
Dividends:	
Dividend:	Any dividend or distribution on the Shares other than any dividend or distribution of the type described in Sections 11.2(e)(i), 11.2(e)(ii)(A) or 11.2 (e)(ii)(B) of the Equity Definitions.
Share Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment; *provided* that the declaration or payment of Dividends shall not be a Potential Adjustment Event. It shall constitute an additional Potential Adjustment Event if the Scheduled Final Averaging Date is postponed pursuant to “Averaging Date Disruption” above, in which case the Calculation Agent may, in its commercially reasonable discretion, adjust any relevant terms of the Transaction as the Calculation Agent determines appropriate to account for the economic effect on the Transaction of such postponement.
Extraordinary Events:	
Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment
(c) Share-for-Combined:	Component Adjustment
Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Composition of Combined Consideration:	Not Applicable
Consequences of Announcement Events:	Modified Calculation Agent Adjustment as set forth in Section 12.3(d) of the Equity Definitions; *provided* that references to “Tender Offer” shall be replaced by references to “Announcement Event” and references to “Tender Offer Date” shall be replaced by references to “Announcement Date.” An Announcement Event shall be an “Extraordinary Event” for purposes of the Equity Definitions, to which Article 12 of the Equity Definitions is applicable.
Announcement Event:	The occurrence of an Announcement Date in respect of a potential Acquisition Transaction (as defined in Section 9 below).
Announcement Date:	The date of the first public announcement in relation to an Acquisition Transaction, or any publicly announced change or amendment to the announcement giving rise to an Announcement Date.

Provisions applicable to Merger Events and Tender Offers:	The consequences set forth opposite "Consequences of Merger Events" and "Consequences of Tender Offers" above shall apply regardless of whether a particular Merger Event or Tender Offer relates to an Announcement Date for which an adjustment has been made pursuant to Consequences of Announcement Events, without duplication of any such adjustment.
New Shares:	In the definition of New Shares in Section 12.1(i) of the Equity Definitions, the text in clause (i) thereof shall be deleted in its entirety (including the word "and" following such clause (i)) and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Market or The NASDAQ Global Select Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the Exchange.
Additional Disruption Events:	
Change in Law:	Applicable; *provided* that (i) any determination as to whether (A) the adoption of or any change in any applicable law or regulation (including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute) or (B) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), in each case, constitutes a "Change in Law" shall be made without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, and (ii) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word "regulation" in the second line thereof the words "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)".
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable

Hedging Disruption:	Applicable
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	As provided in Annex B to this Confirmation.
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	As provided in Annex B to this Confirmation.
Hedging Party:	For all applicable Potential Adjustment Events and Extraordinary Events, BofA
Determining Party:	For all Extraordinary Events, BofA
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

3. Account Details :

(a) Account for delivery of Shares to Counterparty:	To be provided upon request.
(b) Account for payments to Counterparty:	To be provided upon request.
(c) Account for payments to BofA:	

Bank of America
New York, NY
SWIFT: BOFAUS3N
Bank Routing: 026-009-593
Account Name: Bank of America
Account No.: 0012334-61892

4. Offices :

(a) The Office of Counterparty for the Transaction is: Counterparty is not a Multibranch Party

(b) The Office of BofA for the Transaction is:

Bank of America, N.A.
c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036

5. Notices : For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

CACI International Inc
1100 North Glebe Road
Arlington, VA 22201
Attn: Thomas A. Mutryn, CFO and Treasurer
Telephone: (703) 841-4488

(b) Address for notices or communications to BofA:

Bank of America, N.A.
c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036
Attn: John Servidio
Telephone: 646-855-7127
Facsimile: 704-208-2869

6. Additional Provisions Relating to Transactions in the Shares .

(a) Counterparty acknowledges and agrees that the Initial Shares delivered on the Initial Share Delivery Date may be sold short to Counterparty. Counterparty further acknowledges and agrees that BofA may, during (i) the period from the date hereof to the Valuation Date and (ii) the period from and including the first True-Up Valuation Date to and including the last True-Up Valuation Date, if any, (together, the " **Relevant Period** "), purchase Shares in connection with the Transaction, which Shares may be used to cover all or a portion of such short sale or may be delivered to Counterparty. Such purchases will be conducted independently of Counterparty. The timing of such purchases by BofA, the number of Shares purchased by BofA on any day, the price paid per Share pursuant to such purchases and the manner in which such purchases are made, including without limitation whether such purchases are made on any securities exchange or privately, shall be within the absolute discretion of BofA. It is the intent of the parties that the Transaction comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "), and the parties agree that this Confirmation shall be interpreted to comply with the requirements of Rule 10b5-1(c), and Counterparty shall not take any action that results in the Transaction not so complying with such requirements. Without limiting the generality of the preceding sentence, Counterparty acknowledges and agrees that (A) Counterparty does not have, and shall not attempt to exercise, any influence over how, when or whether BofA effects any purchases of Shares in connection with the Transaction, (B) during the period beginning on (but excluding) the date of this Confirmation and ending on (and including) the last day of the Relevant Period, neither Counterparty nor its officers or employees shall, directly or indirectly, communicate any information regarding Counterparty or the Shares to any employee of BofA or its Affiliates responsible for trading the Shares in connection with the transactions contemplated hereby, (C) Counterparty is entering into the Transaction in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Exchange Act and (D) Counterparty will not alter or deviate from this Confirmation or enter into or alter a corresponding hedging transaction with respect to the Shares. Counterparty also acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c) under the Exchange Act. Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment, modification or waiver shall be made at any time at which Counterparty or any officer or director of Counterparty is aware of any material nonpublic information regarding Counterparty or the Shares.

(b) Counterparty agrees that neither Counterparty nor any of its Affiliates or agents shall take any action that would cause Regulation M to be applicable to any purchases of Shares, or any security for which the Shares are a reference security (as defined in Regulation M), by Counterparty or any of its affiliated purchasers (as defined in Regulation M) during the Relevant Period.

(c) Counterparty shall, at least one day prior to the first day of the Relevant Period, notify BofA of the total number of Shares purchased in Rule 10b-18 purchases of blocks pursuant to the once-a-week block exception contained in Rule 10b-18(b)(4) by or for Counterparty or any of its affiliated purchasers during each of the four calendar weeks preceding the first day of the Relevant Period and during the calendar week in which the first day of the Relevant Period occurs (“Rule 10b-18 purchase”, “blocks” and “affiliated purchaser” each being used as defined in Rule 10b-18), which notice shall be substantially in the form set forth as Appendix A hereto.

(d) During the Relevant Period, Counterparty shall (i) notify BofA prior to the opening of trading in the Shares on any day on which Counterparty makes, or expects to be made, any public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended (the “ **Securities Act** ”) of any merger, acquisition, or similar transaction involving a recapitalization relating to Counterparty (other than any such transaction in which the consideration consists solely of cash and there is no valuation period), (ii) promptly notify BofA following any such announcement that such announcement has been made, and (iii) promptly deliver to BofA following the making of any such announcement a certificate indicating (A) Counterparty’s average daily Rule 10b-18 purchases (as defined in Rule 10b-18) during the three full calendar months preceding the date of the announcement of such transaction and (B) Counterparty’s block purchases (as defined in Rule 10b-18) effected pursuant to paragraph (b)(4) of Rule 10b-18 during the three full calendar months preceding the date of the announcement of such transaction. In addition, Counterparty shall promptly notify BofA of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. Counterparty acknowledges that any such public announcement may result in a Regulatory Disruption and may cause the Relevant Period to be suspended. Accordingly, Counterparty acknowledges that its actions in relation to any such announcement or transaction must comply with the standards set forth in Section 6(a) above.

(e) Without the prior written consent of BofA (such consent not to be unreasonably withheld, conditioned or delayed), Counterparty shall not, and shall cause its Affiliates and affiliated purchasers (each as defined in Rule 10b-18) not to, directly or indirectly (including, without limitation, by means of a cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable for Shares during the Relevant Period.

(f) Notwithstanding anything to the contrary in this Confirmation, the Agreement or the Definitions, under no circumstances will the Payment Obligation (as defined in Section 10(a) of this Confirmation) payable in connection with any early termination or cancellation of the Transaction (including termination or cancellation due to an Extraordinary Event or an Additional Termination Event) include the effects of any Dividends declared or paid by Counterparty.

7. Representations, Warranties and Agreements .

(a) In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, Counterparty represents and warrants to and for the benefit of, and agrees with, BofA as follows:

(i) As of the Trade Date, and as of the date of any election by Counterparty of the Share Termination Alternative under (and as defined in) Section 10(a) below, (A) none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares and (B) all reports and other documents filed by Counterparty with the Securities and Exchange Commission pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(ii) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that BofA is not making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share* , ASC Topic 815, *Derivatives and Hedging* , or ASC

Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project.

(iii) Without limiting the generality of Section 3(a)(iii) of the Agreement, the Transaction will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act.

(iv) Prior to the Trade Date, Counterparty shall deliver to BofA a resolution of Counterparty's board of directors authorizing the Transaction and such other certificate or certificates as BofA shall reasonably request. Prior to any election by Counterparty to (x) make a cash payment to BofA pursuant to the provisions opposite the caption "Counterparty Cash Settlement" above or (y) receive a Share delivery from BofA pursuant to the provisions opposite the caption "BofA Share Settlement" above, Counterparty shall deliver to BofA a resolution of Counterparty's board of directors authorizing such election (and related payment or receipt of delivery, as the case may be) and such other certificate or certificates as BofA shall reasonably request. Counterparty has publicly disclosed on May 2, 2011 its intention to institute a program for the acquisition of Shares.

(v) Counterparty is not entering into this Confirmation to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) or otherwise in violation of the Exchange Act, and will not engage in any other securities or derivative transaction to such ends.

(vi) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vii) On the Trade Date, the Prepayment Date, the Initial Share Delivery Date and the Settlement Date, Counterparty is not, or will not be, "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the " **Bankruptcy Code** ")) and Counterparty would be able to purchase the Shares hereunder in compliance with the corporate laws of the jurisdiction of its incorporation.

(viii) No state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of BofA or its affiliates owning or holding (however defined) Shares.

(ix) Counterparty shall not declare or pay any Dividend (as defined above) to holders of record as of any date occurring prior to the Settlement Date.

(x) Counterparty understands no obligations of BofA to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any affiliate of BofA or any governmental agency.

(b) Each of BofA and Counterparty agrees and represents that it is an "eligible contract participant" as defined in Section 1a(18) of the U.S. Commodity Exchange Act, as amended.

(c) Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) thereof. Accordingly, Counterparty represents and warrants to BofA that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment, (ii) it is an "accredited investor" as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account and without a view to the distribution or resale thereof, and (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws.

(d) Counterparty agrees and acknowledges that BofA is a "financial institution," "swap participant" and "financial participant" within the meaning of Sections 101(22), 101(53C) and 101(22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge that it is the intent of the parties that (A) this Confirmation is (i) a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment," within the meaning of Section 546 of the Bankruptcy Code and (ii) a "swap agreement," as such term is defined in Section 101(53B) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code and a "payment or other transfer of property" within the meaning of Sections 362 and 546 of the Bankruptcy Code, and (B) BofA is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(b)(17), 362(o), 546(e), 546(g), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code.

8. Agreements and Acknowledgements Regarding Hedging .

Counterparty acknowledges and agrees that:

(a) During the Relevant Period, BofA and its Affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to adjust its hedge position with respect to the Transaction;

(b) BofA and its Affiliates also may be active in the market for Shares other than in connection with hedging activities in relation to the Transaction;

(c) BofA shall make its own determination as to whether, when or in what manner any hedging or market activities in Counterparty's securities shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Settlement Price and/or the VWAP Price; and

(d) Any market activities of BofA and its Affiliates with respect to Shares may affect the market price and volatility of Shares, as well as the Settlement Price and/or the VWAP Price, each in a manner that may be adverse to Counterparty.

9. Special Provisions regarding Transaction Announcements .

(a) If a Transaction Announcement occurs on or prior to the Settlement Date, then the Calculation Agent shall adjust the Discount in a commercially reasonable manner to take into account the occurrence of such Transaction Announcement and its impact on the Transaction. If a Transaction Announcement occurs after the Trade Date but prior to the Scheduled Earliest Acceleration Date, the Scheduled Earliest Acceleration Date shall be adjusted to be the date of such Transaction Announcement.

(b) " **Transaction Announcement** " means (i) the announcement of an Acquisition Transaction, (ii) an announcement that Counterparty or any of its subsidiaries has entered into an agreement, a letter of intent or an understanding to enter into an Acquisition Transaction, (iii) the announcement of an intention to solicit or enter into, or to explore strategic alternatives or other similar undertaking that may include, an Acquisition Transaction, or (iv) any other announcement that in the reasonable judgment of the Calculation Agent may result in an Acquisition Transaction. For the avoidance of doubt, announcements as used in this definition of Transaction Announcement refer to any public announcement whether made by the Issuer or a third party.

" **Acquisition Transaction** " means (i) any Merger Event (and for purposes of this definition the definition of Merger Event shall be read with the references therein to "100%" being replaced by "15%" and to "50%" by "75%" and as if the clause beginning immediately following the definition of Reverse Merger therein to the end of such definition were deleted) or Tender Offer, or any other transaction involving the merger of Counterparty with or into any third party, (ii) the sale or transfer of all or substantially all of the assets of Counterparty, (iii) a recapitalization, reclassification, binding share exchange or other similar transaction, (iv) any acquisition, lease, exchange, transfer, disposition (including by way of spin-off or distribution) of assets (including any capital stock or other ownership interests in subsidiaries) or other similar event by Counterparty or any of its subsidiaries where the aggregate consideration transferable or receivable by or to Counterparty or its subsidiaries exceeds 15% of the market capitalization of Counterparty and (v) any transaction in which Counterparty or its board of directors has a legal obligation to make a recommendation to its shareholders in respect of such transaction pursuant to Rule 14e-2 under the Exchange Act.

10. Other Provisions .

(a) *Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events* . If either party would owe the other party any amount pursuant to Section 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions or pursuant to Section 6(d)(ii) of the Agreement (a " **Payment Obligation** "), Counterparty shall have the right, in its sole discretion, to satisfy or to require BofA to satisfy, as the case may be, any such Payment Obligation, in whole or in part, by the Share Termination Alternative (as defined below) by giving irrevocable telephonic notice to BofA, confirmed in writing within one Scheduled Trading Day, no later than 9:30 A.M. New York City time on the Merger Date, Tender Offer Date, Announcement Date, Early Termination Date or date of cancellation or termination in respect of an Extraordinary Event, as applicable (" **Notice of Share Termination** "); *provided* that if BofA would owe Counterparty the Payment Obligation and Counterparty does not elect to require BofA to satisfy such Payment Obligation by the Share Termination Alternative in whole, BofA shall have the right, in its sole discretion, to elect to satisfy any portion of such Payment Obligation that Counterparty has not so elected by the Share Termination Alternative, notwithstanding Counterparty's failure to elect or election to the contrary; and *provided further* that Counterparty shall not have the right to so elect (but, for the avoidance of doubt, BofA shall have the right to so elect) in the event of (i) an Insolvency, a Nationalization, a Merger Event or a Tender Offer, in each case, in which the consideration or proceeds to be paid to holders of Shares consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, which Event of Default or Termination Event resulted from an event or events within Counterparty's control. Upon such Notice of Share Termination, the following provisions shall apply on the Scheduled Trading Day immediately following the Merger Date, Tender Offer Date, Announcement Date, Early Termination Date or date of cancellation or termination in respect of an Extraordinary Event, as applicable, with respect to the Payment Obligation or such portion of the Payment Obligation for which the Share Termination Alternative has been elected (the " **Applicable Portion** "):

Share Termination Alternative:	Applicable and means, if delivery pursuant to the Share Termination Alternative is owed by BofA, that BofA shall deliver to Counterparty the Share Termination Delivery Property on the date on which the Payment Obligation would otherwise be due pursuant to Section 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions or Section 6(d)(ii) of the Agreement, as applicable, or such later date as the Calculation Agent may reasonably determine (the " **Share Termination Payment Date** "), in satisfaction of the Payment Obligation or the Applicable Portion, as the case may be. If delivery pursuant to the Share Termination Alternative is owed by Counterparty, the "Net Share Settlement Provisions" set forth in paragraphs 1 through 4 of Annex A shall apply as if such delivery were a settlement of the Transaction pursuant to Section 2, the Settlement Date were the Early Termination Date, the True-Up Amount were zero (0) *minus* the Payment Obligation (or the Applicable Portion, as the case may be) owed by Counterparty, and "Shares" as used in Annex A were replaced by "Share Termination Delivery Units."

Share Termination Delivery Property:	A number of Share Termination Delivery Units, as calculated by the Calculation Agent, equal to the Payment Obligation (or the Applicable Portion, as the case may be) divided by the Share Termination Unit Price. The Calculation Agent shall adjust the Share Termination Delivery Property by replacing any fractional portion of a security therein with an amount of cash equal to the value of such fractional security based on the values used to calculate the Share Termination Unit Price.
Share Termination Unit Price:	The value of property contained in one Share Termination Delivery Unit on the date such Share Termination Delivery Units are to be delivered as Share Termination Delivery Property, as determined by the Calculation Agent in its discretion by commercially reasonable means and notified by the Calculation Agent to the parties at the time of notification of the Payment Obligation.
Share Termination Delivery Unit:	In the case of a Termination Event, Event of Default, Delisting or Additional Disruption Event, one Share or, in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, one Share or a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (except that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Counterparty is the issuer of the Shares or any portion of the Share Termination Delivery Units) and 9.12 of the Equity Definitions will be applicable as if “Physical Settlement” applied to the Transaction, except that all references to “Shares” shall be read as references to “Share Termination Delivery Units”.

(b) *Equity Rights.* BofA acknowledges and agrees that this Confirmation is not intended to convey to it rights with respect to the Transaction that are senior to the claims of common stockholders in the event of Counterparty’s bankruptcy. For the avoidance of doubt, the parties agree that the preceding sentence shall not apply at any time other than during Counterparty’s bankruptcy to any claim arising as a result of a breach by Counterparty of any of its obligations under this Confirmation or the Agreement. For the avoidance of doubt, the parties acknowledge that this Confirmation is not secured by any collateral that would otherwise secure the obligations of Counterparty herein under or pursuant to any other agreement.

(c) *Indemnification* . In the event that BofA or the Calculation Agent or any of their Affiliates becomes involved in any capacity in any action, proceeding or investigation brought by or against any person in connection with this Confirmation, Counterparty shall reimburse BofA or the Calculation Agent or such Affiliate for its reasonable legal out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith within 30 calendar days of receipt of notice of such expenses, except if such action, proceeding or investigation is the result of the gross negligence, willful misconduct or bad faith of BofA, the Calculation Agent or any of their Affiliates. Counterparty shall indemnify and hold

BofA or the Calculation Agent or such Affiliate harmless against any losses, claims, damages or liabilities to which BofA or the Calculation Agent or such Affiliate may become subject in connection with any such action, proceeding or investigation except if such action, proceeding or investigation is the result of the gross negligence, willful misconduct or bad faith of BofA, the Calculation Agent or any of their Affiliates. The reimbursement and indemnity obligations of Counterparty under this Section 10(c) shall be in addition to any liability that Counterparty may otherwise have, shall extend upon the same terms and conditions to the partners, directors, officers, agents, employees and controlling persons (if any), as the case may be, of BofA or the Calculation Agent and their Affiliates and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of Counterparty, BofA or the Calculation Agent, any such Affiliate and any such person. Counterparty also agrees that neither BofA, the Calculation Agent nor any of such Affiliates, partners, directors, officers, agents, employees or controlling persons shall have any liability to Counterparty for or in connection with any matter referred to in this Confirmation except to the extent that any losses, claims, damages, liabilities or expenses incurred by Counterparty result from the gross negligence, willful misconduct or bad faith of BofA or the Calculation Agent or a breach by BofA or the Calculation Agent of any of its representations, warranties, agreements, covenants or obligations under this Confirmation or the Agreement. The foregoing provisions shall survive any termination or completion of the Transaction.

(d) *Staggered Settlement* . If BofA would owe Counterparty any Shares pursuant to the "Settlement Terms" above, BofA may, if BofA determines it would be advisable to do so based upon the advice of counsel, by notice to Counterparty on or prior to the Settlement Date (a " **Nominal Settlement Date** "), elect to deliver the Shares deliverable on such Nominal Settlement Date on two or more dates (each, a " **Staggered Settlement Date** ") or at two or more times on the Nominal Settlement Date as follows: (i) in such notice, BofA will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date) or delivery times and how it will allocate the Shares it is required to deliver under "Settlement Terms" above among the Staggered Settlement Dates or delivery times; and (ii) the aggregate number of Shares that BofA will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that BofA would otherwise be required to deliver on such Nominal Settlement Date.

(e) *Adjustments* . For the avoidance of doubt, whenever the Calculation Agent is called upon to make an adjustment pursuant to the terms of this Confirmation or the Definitions to take into account the effect of an event, the Calculation Agent shall make such adjustment by reference to the effect of such event on the Hedging Party, assuming that the Hedging Party maintains a commercially reasonable hedge position.

(f) *Transfer and Assignment* . BofA may transfer or assign its rights and obligations hereunder and under the Agreement, in whole or in part, to any of its Affiliates without the consent of Counterparty.

(g) *Amendments to Equity Definitions* . The following amendments shall be made to the Equity Definitions:

(i) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "an economic effect on the relevant Transaction";

(ii) The first sentence of Section 11.2(c) of the Equity Definitions, prior to clause (A) thereof, is hereby amended to read as follows: '(c) If "Calculation Agent Adjustment" is specified as the Method of Adjustment in the related Confirmation of a Share Option Transaction or Share Forward Transaction, then following the announcement or occurrence of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Transaction and, if so, will (i) make appropriate adjustment(s), if any, to any one or more of:' *and* the portion of such sentence immediately preceding clause (ii) thereof is hereby amended by deleting the words "diluting or concentrative" and the words "(*provided* that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)" and replacing such latter phrase with the words "(and, for the avoidance of doubt, adjustments may be made to account solely for changes in volatility, stock loan rate or liquidity relative to the relevant Shares)";

(iii) Section 11.2(e)(v) of the Equity Definitions is hereby amended by adding, immediately following the word "Shares", the words "other than any purchase by Counterparty of Shares delivered by BofA pursuant to this Transaction, any acquisition of Shares by Counterparty under its employee benefit plans or any acquisition of shares pursuant to stock repurchase plans publicly announced prior to the Trade Date"; for the avoidance of doubt, the issuance of stock options in the Shares or the planned repurchase of shares consistent with past practice or as previously disclosed in reports filed with the U.S. Securities and Exchange Commission prior to the Trade Date shall not result in a Potential Adjustment Event.

(iv) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words "diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "economic effect on the relevant Transaction";

(v) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (1) deleting from the fourth line thereof the word "or" after the word "official" and inserting a comma therefor, and (2) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor "or (C) at BofA's option, the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA Master Agreement with respect to that issuer";

(vi) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (A) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and (B) deleting the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares in the amount of the Hedging Shares or" in the penultimate sentence; and

(vii) Section 12.9(b)(v) of the Equity Definitions is hereby amended by (A) adding the word "or" immediately before subsection "(B)" and deleting the comma at the end of subsection (A); and (B)(1) deleting subsection (C) in its entirety, (2) deleting the word "or" immediately preceding subsection (C) and (3) replacing in the penultimate sentence the words "either party" with "the Hedging Party" and (4) deleting clause (X) in the final sentence.

(h) *Additional Termination Event* . It shall constitute an Additional Termination Event, with respect to which Counterparty shall be the sole Affected Party, the Transaction shall be the sole Affected Transaction and BofA shall be the party entitled to designate an Early Termination Date, if Counterparty shall declare or pay any Dividend to holders of record on any date occurring prior to the Settlement Date.

(i) *No Netting and Set-off* . Each party waives any and all rights it may have to set off obligations arising under the Agreement and the Transaction against other obligations between the parties, whether arising under any other agreement, applicable law or otherwise.

(j) *Disclosure* . Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

(k) *Designation by BofA* . Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing BofA to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, BofA (the " **Designator** ") may designate any of its Affiliates (the " **Designee** ") to deliver or take delivery, as the case may be, and otherwise perform its obligations to deliver, if any, or take delivery of, as the case may be, any such Shares or other securities in respect of the Transaction, and the Designee may assume such obligations, if any. Such designation shall not relieve the Designator of any of its obligations, if any, hereunder. Notwithstanding the previous sentence, if the Designee shall have performed the obligations, if any, of the Designator hereunder, then the Designator shall be discharged of its obligations, if any, to Counterparty to the extent of such performance.

(l) *Termination Currency* . The Termination Currency shall be USD.

(m) *Waiver of Trial by Jury* . **EACH OF COUNTERPARTY AND BOFA HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR**

OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR THE ACTIONS OF BOFA OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(n) *Governing Law; Jurisdiction* . **THIS CONFIRMATION AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS CONFIRMATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS** .

Please confirm your agreement to be bound by the terms stated herein by executing the copy of this Confirmation enclosed for that purpose and returning it to us by mail or facsimile transmission to the address for Notices indicated above.

Yours sincerely,

BANK OF AMERICA, N.A.

By: /s/ Jake Mendelsohn
Name: Jake Mendelsohn
Title: Managing Director

Confirmed as of the date first above written:

CACI INTERNATIONAL INC

By: /s/ Thomas A. Mutryn
Name: Thomas A. Mutryn
Title: EVP & CFO

APPENDIX A

[*CACI International Inc Letterhead*]

Bank of America, N.A.
c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, New York 10036
Attn: John Servidio

Re: **Issuer Forward Repurchase Transaction**

Ladies and Gentlemen:

In connection with our entry into a confirmation between you and us dated as of August 24, 2011 (the " **Confirmation** "), we hereby represent that set forth below is the total number of shares of our common stock purchased by or for us or any of our affiliated purchasers in Rule 10b-18 purchases of blocks pursuant to the once-a-week block exception contained in Rule 10b-18(b)(4) (all defined in Rule 10b-18 under the Securities Exchange Act of 1934, as amended) during the four full calendar weeks immediately preceding the first day of the Relevant Period (as defined in the Confirmation) and the week during which the first day of the Relevant Period occurs:

	Monday's Date	Friday's Date	Share Number
Week 4:	July 25, 2011	July 29, 2011	0
Week 3:	August 1, 2011	August 5, 2011	0
Week 2:	August 8, 2011	August 12, 2011	0
Week 1:	August 15, 2011	August 19, 2011	0
Current Week:	August 22, 2011	August 26, 2011	0

We understand that you will use this information in calculating trading volume for purposes of Rule 10b-18.

Very truly yours,

CACI INTERNATIONAL INC

By: /s/ Spiro Fotopoulos
Name: Spiro Fotopoulos
Title: VP/Assistant Secretary

ANNEX A

NET SHARE SETTLEMENT PROVISIONS

1. Net Share Settlement shall be made (i) by delivery on the Settlement Date (such date, the " **Net Share Settlement Date** ") of a number of Shares (the " **Restricted Payment Shares** ") with a value equal to the absolute value of the True-Up Amount, with such Shares' value based on the realizable market value thereof to BofA (which value shall take into account an illiquidity discount resulting from the fact that the Restricted Payment Shares will not be registered for resale), as determined by the Calculation Agent (the " **Restricted Share Value** "), and paragraph 2 of this Annex A shall apply to such Restricted Payment Shares, and (ii) by delivery of the Make-Whole Payment Shares as described in paragraph 3 below.

2. (a) All Restricted Payment Shares and Make-Whole Payment Shares shall be delivered to BofA (or any affiliate of BofA designated by BofA) pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) thereof.

(b) As of or prior to the date of delivery, Merrill Lynch, Pierce, Fenner & Smith Incorporated, BofA and any potential purchaser of any such Shares from BofA (or any affiliate of BofA designated by BofA) identified by BofA shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for private placements of equity offerings of its size (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them).

(c) As of the date of delivery, Counterparty shall enter into an agreement (a " **Private Placement Agreement** ") with BofA (or any affiliate of BofA designated by BofA) in connection with the private placement of such Shares by Counterparty to BofA (or any such affiliate) and the private resale of such Shares by BofA (or any such affiliate), substantially similar to private placement purchase agreements customary in scope for private placements of equity offerings of its size, in form and substance commercially reasonably satisfactory to BofA, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements of its size relating to the indemnification of BofA and its affiliates, and shall provide for the payment by Counterparty of all fees and expenses in connection with such resale, including all fees and expenses of counsel for BofA, and shall contain representations, warranties and agreements of Counterparty reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales.

(d) Counterparty shall not take or cause to be taken any action that would make unavailable either (i) the exemption set forth in Section 4(2) of the Securities Act for the sale of any Restricted Payment Shares or Make-Whole Payment Shares by Counterparty to BofA or (ii) an exemption from the registration requirements of the Securities Act reasonably acceptable to BofA for resales of Restricted Payment Shares and Make-Whole Payment Shares by the BofA (or an affiliate of BofA).

(e) Counterparty expressly agrees and acknowledges that the public disclosure of all material information relating to Counterparty is within Counterparty's control.

3. If Restricted Payment Shares are delivered in accordance with paragraph 2 above, on the Settlement Date, a balance (the " **Settlement Balance** ") shall be established with an initial balance equal to the absolute value of the True-Up Amount. Following the delivery of Restricted Payment Shares or any Make-Whole Payment Shares, BofA shall sell all such Restricted Payment Shares or Make-Whole Payment Shares in a commercially reasonable manner. At the end of each Exchange Business Day upon which sales have been made, the Settlement Balance shall be reduced by an amount equal to the aggregate proceeds received by BofA or its affiliate upon the sale of such Restricted Payment Shares or Make-Whole Payment Shares, less a customary and commercially reasonable private placement fee for private placements of common stock by similar issuers of similar size. If, on any Exchange Business Day, all Restricted Payment Shares and Make-Whole Payment Shares have been sold

and the Settlement Balance has not been reduced to zero, Counterparty shall, have the option to (i) deliver to BofA or as directed by BofA one Settlement Cycle following such Exchange Business Day an additional number of Shares (the " **Make-Whole Payment Shares** " and, together with the Restricted Payment Shares, the " **Payment Shares** ") equal to (x) the Settlement Balance as of such Exchange Business Day *divided* by (y) the Restricted Share Value of the Make-Whole Payment Shares as of such Exchange Business Day or (ii) promptly deliver to BofA cash in an amount equal to the then remaining Settlement Balance. This provision shall be applied successively until either the Settlement Balance is reduced to zero or the aggregate number of Restricted Payment Shares and Make-Whole Payment Shares equals the Maximum Deliverable Number. If on any Exchange Business Day, Restricted Payment Shares and Make-Whole Payment Shares remain unsold and the Settlement Balance has been reduced to zero, BofA shall promptly return such unsold Restricted Payment Shares or Make-Whole Payment Shares.

4. Notwithstanding the foregoing, in no event shall Counterparty be required to deliver more than the Maximum Deliverable Number of Shares hereunder. " **Maximum Deliverable Number** " means the number of Shares set forth as such in Annex B to this Confirmation. Counterparty represents and warrants to BofA (which representation and warranty shall be deemed to be repeated on each day from the date hereof to the date on which resale of such Payment Shares is completed (the " **Final Resale Date** ")) that the Maximum Deliverable Number is equal to or less than the number of authorized but unissued Shares of Counterparty that are not reserved for future issuance in connection with transactions in such Shares (other than the transactions under this Confirmation) on the date of the determination of the Maximum Deliverable Number (such Shares, the " **Available Shares** "). In the event Counterparty shall not have delivered the full number of Shares otherwise deliverable as a result of this paragraph 4 (the resulting deficit, the " **Deficit Shares** "), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent that, (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the date hereof (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved or (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify BofA of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver such Shares thereafter.

Prepayment Amount:	An amount equal to the product of the Initial Shares and the Initial Price.
Prepayment Date:	August 29, 2011 (or if such date is not an Exchange Business Day, the next following Exchange Business Day).
Initial Averaging Date:	August 25, 2011.
Scheduled Final Averaging Date:	July 25, 2012 (or if such date is not an Exchange Business Day, the next following Exchange Business Day).
Scheduled Earliest Acceleration Date:	January 31, 2012 (or if such date is not an Exchange Business Day, the next following Exchange Business Day).
Initial Shares:	4,000,000 Shares
Initial Share Delivery Date:	August 29, 2011.
Initial Price:	The closing price of the Shares on the Exchange Business Day immediately preceding the Prepayment Date.
Discount:	USD 0.1225
Maximum Stock Loan Rate:	50 basis points
Initial Stock Loan Rate:	25 basis points
Maximum Deliverable Number:	8,000,000 Shares

Exhibit 10.40

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is executed as of the date of last signature, by and between CACI International Inc, a Delaware corporation (the "Company"), and Paul M. Cofoni (the "Executive").

RECITALS

The Executive has been employed by the Company as President and Executive Officer and the Company now wishes to employ the Executive as its Chief Advisor to the Executive Chairman of the Board.

The Executive and the Company desire to terminate the previous Employment Agreement effective July 1, 2007 between the Executive and the Company (the "2007 Agreement"), and replace it with this Agreement.

It is in the best interests of the Company and the Executive to enter into this Agreement setting forth the terms of the Executive's employment as Chief Advisor to the Executive Chairman of the Board.

Accordingly, in consideration of the foregoing, and the mutual agreements contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Mutual Agreement to Terminate the 2007 Agreement .

(a) The Company and Executive hereby mutually agree to terminate the 2007 Agreement effective June 30, 2012 in accordance with Section 5(b) of the 2007 Agreement.

(b) Executive agrees that his transition from the role of CEO and President of the Company to Chief Advisor to the Executive Chairman of the Board of Directors of the Company will not constitute "Good Reason" for Executive to resign under Section 5 (e) of the 2007 Agreement.

(c) The Company and Executive agree that the mutual termination of the 2007 Agreement will not trigger any severance payments to Executive under the 2007 Agreement or any other CACI plan or agreement between CACI and Executive.

2. Employment of Executive; Duties and Status .

(a) The Company hereby agrees to engage the Executive as Chief Advisor to the Executive Chairman of the Board during the "Employment Period" (as defined in Section 2 hereof), and the Executive hereby accepts such employment, all on the terms and conditions set forth in this Agreement. During the Employment Period, the Executive shall (i) support a smooth transition in the position of CEO & President by mentoring and assisting his replacement; (ii) support a smooth transition in the position of President, U.S. Operations by assisting the new CEO & President in the mentoring of new CEO's replacement; (iii) continue service on the Company's Board of Directors through the end of his term as Director; (iv) provide critique of the FY13-17 Strategic Plan as part of its development process pre-release; (v) support the closeout of FY12 activities; (vi) continue activities as the primary Company representative with outside industry organizations such as the Professional Services Council (PSC) and the Armed Forces Communications and Electronics Association (AFCEA); and (vii) other duties as assigned by the Company's Executive Chairman of the Board of Directors

(b) The Executive agrees that, at all times, the Executive shall act in a manner consistent with his fiduciary obligations to the Company, and otherwise comply with the Company's Standard of Ethics and Business Conduct, as the same may be amended and in effect from time to time and timely provided to the Executive (the "Standards of Conduct"). In addition, the Executive shall comply with all laws, rules and regulations that are generally applicable to the Company and its employees, directors and officers, and the Executive shall perform all services in accordance with the policies, procedures and rules established by the Company and the Board.

3. Term of Employment . The Executive’s employment hereunder shall begin retroactive to July 1, 2012 and continue until December 1, 2012, unless such employment is terminated earlier in accordance with the provisions of this Agreement (the “Employment Period”).

4. Compensation and General Benefits .

(a) Base Salary . The Company agrees to pay to the Executive an annual base salary of Seven Hundred Eighty Thousand Dollars ($780,000) (such base salary, is referred to herein as the “Base Salary”). The Executive’s Base Salary, less amounts required to be withheld under applicable law, shall be payable in equal installments in accordance with the practice of the Company in effect from time to time for the payment of salaries to executives of the Company, but in no event less frequently than monthly.

(b) Annual Incentive . During the Employment Period, the Executive’s eligibility to participate in any annual incentive or bonus plan maintained by the Company for its senior executives (the “Annual Incentive Plan”) shall be as described in the June 20, 2012 Letter Agreement, referred to herein as the “Transition Agreement”, attached hereto as Exhibit 1.

(c) Expenses . During the Employment Period, the Executive shall be entitled to cause payment by, or to receive prompt reimbursement from, the Company for all reasonable and necessary expenses incurred by the Executive in performing the duties required hereunder on behalf of the Company. All payments and reimbursements by the Company pursuant to this Section 4(c) shall be subject to, and consistent with, the Company’s policies for expense payment and reimbursement, as in effect from time to time. Such payment or reimbursement shall be made on or before March 15 th following the close of the calendar year in which the expense or liability was incurred. To the extent that payment or reimbursement is based on claims, bills, invoices or other documentation that the Executive is required to submit to the Company, such documentation must be submitted by the Executive on or before March 1 st following the close of the calendar year in which the expense or liability was incurred. Amounts which are not submitted within the required timeframe shall not be eligible for payment or reimbursement hereunder.

(d) Fringe Benefits .

(i) Company Plans . During the Employment Period, in addition to any amounts to which the Executive may be entitled pursuant to the other provisions of this Section 4 or elsewhere herein, the Executive shall be entitled to participate in, and to receive benefits under, any deferred compensation plan (funded solely by elective deferrals by the Executive), qualified retirement plan, profit-sharing plan, savings plan, group life, disability, sickness, accident and health insurance programs, or any other similar benefit plan or arrangement generally made available by the Company to its senior executive employees, subject to and on a basis consistent with the terms, conditions and overall administration of each such plan or arrangement. The Executive may also participate in any long term incentive, equity or other non-qualified deferred compensation plan on such terms and on such conditions as may be established by the Board or the Compensation Committee. The award of any additional incentive under this Section 4(d)(i) shall be separate and distinct from the right of the Executive to receive the annual incentive or bonus payment from the Company described in Section 4(b).

(ii) Leave . The Executive shall be entitled to paid annual leave during the Employment Period in accordance with the Company’s leave policy for senior executives. Leave shall accrue monthly during the Employment Period (based on a full year). In addition, the Executive shall be entitled to all paid holidays given by the Company to its senior executives. The extent to which the Executive may receive payment for unused annual leave at the end of the Employment Period shall be determined in accordance with the Company’s policies for its senior executives.

(iii) Office . During the Employment Period, the Company shall provide the Executive with an office of a size and with furnishings and other appointments commensurate with the Executive’s office at the Company on the Effective Date, and secretarial and administrative assistance and the support staff necessary in order to perform his duties hereunder.

5. Covenants of the Executive .

(a) No Conflicts . The Executive represents and warrants to the Company that the Executive is not subject to any contract, agreement, judgment, order or decree of any kind, or any restrictive agreement of any character, that restricts the Executive’s ability to perform his obligations under this Agreement or that would be breached by the Executive upon his performance of his duties pursuant to this Agreement.

(b) Confidentiality; Intellectual Property .

(i) The Executive recognizes and acknowledges that (i) the Executive’s employment with the Company has provided (and in the future, will provide) the Executive with access to “Trade Secrets” or “Confidential or Proprietary Information” (each, as defined in Section 5(d) hereof), (ii) the Company is engaged in a highly competitive enterprise, so that any unauthorized disclosure or unauthorized use by the Executive of the Trade Secrets or Confidential or Proprietary Information protected under this Agreement, or any unauthorized competition, whether during his employment with the Company or after its termination, would cause immediate, substantial and irreparable injury to the business and goodwill of the Company, (iii) the Company’s Trade Secrets and Confidential and Proprietary Information was developed by the Company at considerable expense, that this information is a valuable Company asset and part of its goodwill, that this information is vital to the Company’s success and is the sole property of the Company, and (iv) the Company’s business interests require a confidential relationship between the Company and the Executive and the fullest practical protection and confidential treatment of all Trade Secrets and Confidential or Proprietary Information. Accordingly, the Executive agrees that, except (A) as required by law, Governmental Authority or court order, or (B) in the good faith furtherance of the business of the Company, the Executive will keep confidential and will not publish, make use of, or disclose to anyone (or aid others in publishing, making use of, or disclosing to anyone), in each case, other than the Company or any Persons designated by the Company, or otherwise “Misappropriate” (as defined in Section 5(d) hereof) any Trade Secrets or Confidential or Proprietary Information at any time. The Executive’s obligations hereunder shall continue during the Employment Period and thereafter for so long as such Trade Secrets or Confidential or Proprietary Information remain Trade Secrets or Confidential or Proprietary Information.

(ii) The Executive acknowledges and agrees that:

(A) all Trade Secrets and Confidential or Proprietary Information shall be “Trade Secrets” (as defined under the Uniform Trade Secrets Act) of the Company and/or its Affiliates, as the case may be;

(B) the Executive occupies a unique position within the Company, and he is and will be intimately involved in the development and/or implementation of Trade Secrets and Confidential or Proprietary Information;

(C) in the event the Executive breaches Section 4(b) hereof with respect to any Trade Secrets or Confidential or Proprietary Information, such breach shall be deemed to be a Misappropriation of such Trade Secrets or Confidential or Proprietary Information; and

(D) any Misappropriation of Trade Secrets or Confidential or Proprietary Information will result in immediate and irreparable harm to the Company.

(iii) The Executive recognizes that the Company has received, and in the future will receive, “Information” (as defined in Section 5(d) hereof) from Persons subject to a duty on the Company’s part to maintain the confidentiality of such Information and to use it only for certain limited purposes. Without limiting anything in Section 5(b)(i) hereof, the Executive agrees that he owes the Company and such Persons, during the Employment Period and thereafter, a duty to hold all such Information in the strictest confidence and, except with the prior written authorization of the Company, or as required by law, Governmental Authority or court order, not to disclose such Information to any Person (except as necessary in carrying out the Executive's duties for the Company consistent with the Company's agreement with such Person) or to use it for the benefit of anyone other than for the Company or such Person (consistent with the Company's agreement with such Person).

(iv) All memoranda, notes, lists, records and other documents or papers (and all copies thereof), including but not limited to, such items stored in computer memories, on microfiche, electronically, or by any other means, made or compiled by or on behalf of the Executive, or made available to the Executive or in the Executive's possession concerning or in any way relating to the conduct of the business of the Company or any of its Affiliates, are and shall be the property of the Company or such Affiliate and shall be delivered to the Company promptly upon the Company's request following the termination of the Executive's employment with the Company or at any other time on request. The Executive acknowledges and stipulates that all Electronic Equipment (as defined in Section 5(d) hereof) of the Company or any Affiliate are the sole property of the Company or such Affiliate, and that any information transmitted by, received from, or stored in such Electronic Equipment is also the property of the Company or such Affiliate. Executive agrees that, after his termination of employment, he shall not, directly or indirectly, for himself or for any other person or entity, use, access, copy, or retrieve, or attempt to use, access, copy, or retrieve, any of the Electronic Equipment of the Company or any Affiliate or any information on the Equipment of the Company or an Affiliate.

(v) "Work Product" (as defined in Section 5(d) hereof) relating to any work performed by or assigned to the Executive during, and in connection with, his employment with the Company, shall belong solely and exclusively to the Company.

(vi) From time to time, at the reasonable request of the Company, the Executive agrees to disclose promptly to the Company all Work Product and relevant records, which records will remain the sole property of the Company; provided that the Executive shall not have an obligation to disclose Work Product or records hereunder to the extent the Company already has actual knowledge of such Work Product and originals or copies of such records.

(vii) The Executive hereby assigns to the Company, without further consideration, his entire right, title, and interest (throughout the United States and in all foreign countries) in and to all Work Product, whether or not patentable. Should the Company be unable to secure the Executive's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Work Product, whether due to the Executive's mental or physical incapacity, or the Executive's unavailability for a reasonable period under the circumstances, the Executive hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his agent and attorney-in-fact (such designation and appointment being coupled with an interest), solely for the specific instance in which the Company is unable to secure such signature, to act for and in his behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Executive.

(viii) There is no Information which the Executive wishes to exclude from the operation of this Section 5(b). To the best of the Executive's knowledge, there is no existing contract in conflict with this Agreement or any other contract to assign Information that is now in existence between the Executive and any other Person.

(ix) To the extent that any Work Product incorporates pre-existing material to which the Executive possesses copyright, trade secret, patent, trademark or other proprietary rights, and such rights are not otherwise assigned to the Company herein, the Executive hereby grants to the Company a royalty-free, irrevocable, worldwide, exclusive, perpetual license to make, have made, sell, use and disclose, reproduce, modify, transmit, prepare Derivative Works based on, distribute, perform and display (publicly or otherwise), such material, with full right to authorize others to do so.

(c) Noncompetition and Nonsolicitation .

(i) Subject to the provisions of Section 5(c)(iii) hereof, during his period of employment and thereafter for a period of two years following termination of his employment (and up to five years in the case of the restriction contained in Section 5(c)(ii)) (the “Restricted Period”), the Executive agrees that he will not, directly or indirectly, on his own behalf or as a partner, owner, officer, director, stockholder, member, employee, agent or consultant of any other Person, within any state (including the District of Columbia), territory, possession or country where the Company conducts business during the Employment Period or during the Restricted Period:

(A) own, manage, operate, control, be employed by, provide services as a consultant to, or participate in the ownership, management, operation, or control of, any Person engaged in any activity competitive with the Company or any of its Affiliates;

(B) engage in the business of providing goods or services that are the same as or similar to the goods or services of the Company or any of its Affiliates;

(C) contact any of the Company’s Customers or potential Customers or solicit or induce (or attempt to solicit or induce) any of the Company’s Customers to discontinue or reduce its business with the Company, or any potential Customers not to conduct business with the Company, or any Customer or potential Customer to conduct business with or contract with any other Person that competes with the Company or its Affiliates; or

(D) persuade or attempt to persuade any supplier, agent, broker, or contractor of the Company or any of its Affiliates to discontinue or reduce its business with the Company (or any prospective supplier, broker, agent, or contractor to refrain from doing business with the Company or any of its Affiliates).

(ii) Subject to the provisions of Section 5(c)(iii) hereof, during a Restricted Period of up to five years, the Executive agrees that he will not, directly or indirectly, on his own behalf or as a partner, owner, officer, director, stockholder, member, employee, agent or consultant of any other Person, within any state (including the District of Columbia), territory, possession or country where the Company conducts business during the Employment Period or during the Restricted Period solicit, hire, or otherwise attempt to establish for any Person, any employment, agency, consulting or other business relationship with any Person who is an employee or consultant of the Company or any of its Affiliates, provided that the prohibition in this Section 5(c)(ii)(C) shall not bar the Executive from soliciting or hiring any former employee or former consultant who at the time of such solicitation or hire had not been employed or engaged by the Company or any of its Affiliates for a period of at least six (6) months, or any other provider of services to the Company or any of its Affiliates, as long as such Person’s engagement by the Executive does not interfere or conflict with the provision of services to the Company or an Affiliate by such Person.

(iii) The parties hereto acknowledge and agree that, notwithstanding anything in Section 5(c)(i) or (ii) hereof the Executive may own or hold, solely as passive investments, securities of Persons engaged in any business that would otherwise be included in Section 5(c)(i) or (ii), as long as with respect to each such investment, the securities held by the Executive do not exceed five percent (5%) of the outstanding securities of such Person and such securities are publicly traded and registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); provided, that in the case of investments otherwise permitted under this clause, the Executive shall not be permitted to, directly or indirectly, participate in, or attempt to influence, the management, direction or policies of (other than through the exercise of any voting rights held by the Executive in connection with such securities), or lend the Executive’s name to, any such Person.

(d) Definitions . For purposes of this Agreement, the following terms shall have the following meanings:

(i) Affiliate means a Person, whether now or hereafter existing, directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For purposes hereof, “control” or any other form thereof, when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(ii) Confidential or Proprietary Information means:

(A) any and all information and ideas in whatever form (including, without limitation, written or verbal form, and including information or data recorded or retrieved by any means, tangible or intangible), whether disclosed to or learned or developed by the Executive, pertaining in any manner to the business of the Company or any of the Company’s Affiliates (collectively, “Information”) that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts by the Company and/or its Affiliates that are reasonable under the circumstances to maintain its secrecy; and

(B) any and all other Information unique to the Company and/or or its Affiliates which has a significant business purpose and is not known or generally available from sources outside of such Persons or typical of industry practice.

(iii) Customer means all Persons that have either sought or purchased the Company’s goods or services, have contacted the Company for the purpose of seeking or purchasing the Company’s goods or services, or have been contacted by the Company for the purpose of selling its goods and services during the Executive’s employment and for one year prior thereto, and all Persons subject to the control of those Persons. The Customers covered by this Agreement shall include any Customer or potential Customer of the Company at any time during the Executive’s employment. In the case of a Governmental Authority, the Customer or potential Customer shall be determined by reference to the specific program offices or activities for which the Company provides (or may reasonably provide) goods or services.

(iv) Electronic Equipment means electronic and telephonic communication systems, computers and other business equipment of the Company or any Affiliate including, but not limited to, computer systems, data bases, phone mail, modems, e-mail, Internet access, Web sites, fax machines, techniques, processes, formulas, mask works, source codes, programs, semiconductor chips, processors, memories, disc drives, tape heads, computer terminals, keyboards, storage devices, printers and optical character recognition devices, and any and all components, devices, techniques or circuitry incorporated in any of the above and similar business devices.

(v) Governmental Authority means any federal, state, local or other governmental, regulatory or administrative agency, commission, department, board, or other governmental subdivision, court, tribunal, arbitral body or other governmental authority.

(vi) Information includes, without limitation, any and all (A) information regarding business strategy, operations and methods of operation including, without limitation, business or strategic plans, plans regarding business acquisitions, mergers, sales or divestures, marketing and sales information, and information regarding Customers, potential Customers, suppliers, manufacturers, distributors, contractors or other business contacts; (B) information regarding products and services including, without limitation, production, distribution, design, development, techniques, processes, software (including, without limitation, designs, programs and codes), and know how; (C) information regarding technology, software, concepts, research, formulae, inventions, techniques, and other work product (of the Executive or any other employee of Company or an Affiliate); (D) financial information including, without limitation, budget, cost and expense information, pricing, revenue, or profit information and/or analysis, statistical information, economic models and forecasts, operating and other financial reports and/or analysis; and (E) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data.

(vii) Misappropriation, or any form thereof, means:

(A) the acquisition of any Trade Secret or Confidential or Proprietary Information by a Person who knows or has reason to know that the Trade Secret or Confidential or Proprietary Information was acquired by theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means (each, an "Improper Means"); or

(B) the disclosure or use of any Trade Secret or Confidential or Proprietary Information without the express consent of the Company by a Person who (1) used Improper Means to acquire knowledge of the Trade Secret or Confidential or Proprietary Information; or (2) at the time of disclosure or use, knew or had reason to know that his or her knowledge of the Trade Secret or Confidential or Proprietary Information was (a) derived from or through a Person who had utilized Improper Means to acquire it, (b) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (c) derived from or through a Person who owed a duty to the Company and/or any of its Affiliates to maintain its secrecy or limit its use; or (3) before a material change of his or her position, knew or had reason to know that it was a Trade Secret or Confidential or Proprietary Information and that knowledge of it had been acquired by accident or mistake.

(viii) Person means any individual, corporation, partnership, limited liability company, joint venture, association, business trust, joint-stock company, estate, trust, unincorporated organization, or government or other agency or political subdivision thereof, or any other legal or commercial entity.

(ix) Trade Secrets means all information of the Company or any of the Company's Affiliates that would be deemed to be "trade secrets" within the meaning of the Uniform Trade Secrets Act.

(x) Uniform Trade Secrets Act means the Uniform Trade Secrets Act as promulgated by the United States National Conference of Commissioners on Uniform State Laws or such other or similar statute of any jurisdiction which is found to be applicable to this Agreement, its enforcement or its interpretation.

(e) Remedies. The Executive acknowledges and agrees that if the Executive breaches any of the provisions of Sections 5 or 6(i) hereof, the Company will suffer immediate and irreparable harm for which monetary damages alone will not be a sufficient remedy, and that, in addition to all other remedies that the Company may have, the Company shall be entitled to seek injunctive relief, specific performance or any other form of equitable relief to remedy a breach or threatened breach of this Agreement (including, without limitation, any actual or threatened Misappropriation) by the Executive and to enforce the provisions of this Agreement. The existence of this right shall not preclude or otherwise limit the applicability or exercise of any other rights and remedies which the Company may have at law or in equity. The Executive waives any and all defenses he may have on the grounds of lack of jurisdiction or competence of a court to grant the injunctions or other equitable relief provided above and to the enforceability of this Agreement.

(f) Further Acknowledgements; Severability.

(i) The Executive recognizes and acknowledges that his experience, skills, education and training are readily transferable and of such breadth that he can employ them to his advantage in many other fields of endeavor, and that consequently, the terms of this Agreement will not unreasonably impair the Executive's ability to engage in business or employment activities.

(ii) The Executive has carefully considered the possible effects on the Executive of the covenants not to compete, the confidentiality provisions, and the other obligations contained in this Agreement, and the Executive recognizes that the Company has made every effort to limit the restrictions placed upon the Executive to those that are reasonable and necessary to protect the Company's legitimate business interests.

(iii) The Executive understands that he may not accept employment with any Person if the nature of his position with such Person will inevitably require or lead to the disclosure of any Trade Secrets or Confidential and Proprietary Information.

(iv) The Executive acknowledges and agrees that the restrictive covenants set forth in this Agreement are reasonable and necessary in order to protect the Company's valid business interests. It is the intention of the parties hereto that the covenants, provisions and agreements contained herein shall be enforceable to the fullest extent allowed by law.

(v) If any covenant, provision, or agreement contained herein is found by a court having jurisdiction to be unreasonable in duration, scope or character of restrictions, or otherwise to be unenforceable, such covenant, provision or agreement shall not be rendered unenforceable thereby, but rather the duration, scope or character of restrictions of such covenant, provision or agreement shall be deemed reduced or modified with retroactive effect to render such covenant, provision or agreement reasonable or otherwise enforceable (as the case may be), and such covenant, provision or agreement shall be enforced as modified. If the court having jurisdiction will not review the covenant, provision or agreement, the parties hereto shall mutually agree to a revision having an effect as close as permitted by applicable law to the provision declared unenforceable. The parties hereto agree that if a court having jurisdiction determines, despite the express intent of the parties hereto, that any portion of the covenants, provisions or agreements contained herein are not enforceable, the remaining covenants, provisions and agreements herein shall be valid and enforceable. Moreover, to the extent that any provision is declared unenforceable, the Company shall have any and all rights under applicable statutes or common law to enforce its rights with respect to any and all Trade Secrets or Confidential or Proprietary Information or unfair competition by the Executive.

6. Termination .

(a) General . The employment of the Executive hereunder (and the Employment Period) shall terminate (or may be terminated) in accordance with the provisions of this Section 6.

(b) Termination Upon Mutual Agreement . The Company and the Executive may, by mutual written agreement, terminate this Agreement and/or the employment of the Executive (and the Employment Period) at any time.

(c) Death or Disability of the Executive .

(i) The employment of the Executive hereunder (and the Employment Period) shall terminate (A) upon the death of the Executive, and (B) at the option of the Company, upon not less than thirty (30) days prior written notice to the Executive or his personal representative or guardian, if the Executive suffers a "Total Disability" (as defined in Section 6(c)(ii) below). Upon termination for death or Total Disability, the Company shall pay to the Executive's guardian or personal representative, as the case may be, in addition to any insurance or disability benefits to which he may be entitled hereunder, the "Accrued Rights" (as defined in Section 5(h) hereof). Notwithstanding the foregoing, to the extent that the payment of any amount under this Section 6(c) on account of the Executive's Total Disability is deemed to constitute deferred compensation for purposes of Section 409A of the Code, and such Total Disability does not constitute a "disability" under Section 409A(a)(2)(C) of the Code, then payment of such amount shall be deferred and made on the first business day following the expiration of the six (6) month period following the Executive's Separation from Service (as defined in Section 7(j)).

(ii) For purposes of this Agreement, "Total Disability" shall mean (A) if the Executive is subject to a legal decree of incompetency (the date of such decree being deemed the date on which such disability occurred), (B) the written determination by a physician selected by the Company that, because of a medically determinable disease, injury or other physical or mental disability, the Executive is unable substantially to perform each of the material duties of the Executive required hereby, and that such disability has lasted for the immediately preceding ninety (90) days and is, as of the date of determination, reasonably expected to last an additional six (6) months or longer after the date of determination, in each case based upon medically available reliable information, or (C) qualification by the Executive for benefits under the Company's long-term disability coverage, if any.

(iii) The date of any legal decree of incompetency or written opinion which is conclusive as to the Total Disability of the Executive shall be deemed the date on which such Total Disability occurred. Any leave on account of illness or temporary disability which is short of Total Disability shall not constitute a breach of this Agreement by the Executive, and in no event shall any party be entitled to terminate this Agreement for Good Cause due to any such leave. All physicians selected hereunder shall be board-certified in the specialty most closely related to the nature of the disability alleged to exist. In conjunction with determining mental and/or physical disability for purposes of this Agreement, the Executive consents to any such examinations which are relevant to a determination of whether he is mentally and/or physically disabled, and which are required by the aforesaid Company physician, and to furnish such medical information as may be reasonably requested, and to waive any applicable physician patient privilege that may arise because of such examination.

(d) Termination For Good Cause .

(i) The Company may, upon action of the Board in accordance with Section 6(d)(iii) hereof, terminate the employment of the Executive (and the Employment Period) at any time for "Good Cause" (as defined below).

(ii) For purposes of this Agreement, "Good Cause" means:

(A) A failure by the Executive to comply with any material obligation imposed by this Agreement (including, without limitation, any violation of Section 5 hereof);

(B) The Executive's continued failure, after being provided notice specifying the nature of such failure, to comply with a direction of the Board with respect to an act, omission or failure to act on the part of the Executive;

(C) A breach of the Executive's fiduciary obligations to the Company;

(D) Gross negligence, willful misconduct or willful malfeasance by the Executive in connection with the performance of any material duty for the Company;

(E) A violation by the Executive of any legal requirement or obligation relating to the Company that the Board of Directors, acting in good faith, reasonably determines is likely to have a material adverse impact on 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);

(F) The Executive's indictment for, conviction of, or plea of guilty or nolo contendere to a felony involving theft, embezzlement, fraud, dishonesty, or any similar offense;

(G) Theft, embezzlement or fraud by the Executive in connection with the performance of his duties for the Company;

(H) A material failure to comply with any lawful direction of the Executive Chairman or Board of Directors of the Company;

(I) A material violation of the Company's Standards of Conduct or any other published Company policy; and

(J) Any act, omission or failure to act on the part of the Executive (including an act, omission or failure to act prior to the commencement of the Executive's employment with the Company) that results in the inability of the Executive to secure or maintain security clearances necessary or appropriate to Executive’s position as Chief Advisor to the Executive Chairman of the Board and the conduct of the Company’s business; and

(K) The misappropriation of any material business opportunity.

“Good Cause” shall be based only on material matters and not on matters of minor importance.

(iii) The Executive may be terminated for Good Cause only in accordance with a resolution duly adopted by an absolute majority of the entire number of the non-management directors of the Company finding that, in the good faith opinion of the Board, the Executive engaged in conduct justifying a termination for Good Cause and specifying the particulars of the conduct motivating the Board’s decision to terminate the Executive for Good Cause. Such resolution may be adopted by the Board only after the Board has provided to the Executive (A) advance written notice of a meeting of the Board called for the purpose of determining Good Cause for termination of the Executive, (B) a statement setting forth the alleged grounds for termination, and (C) an opportunity for the Executive, and, if the Executive so desires, the Executive’s counsel to be heard before the Board. Prior to such meeting of the Board, the Executive shall be given a reasonable opportunity to cure any act or omission which the Board, in its reasonable judgment, determines is susceptible of cure. The action required to cure the act or omission, and the time period in which cure must be effected, shall be communicated to the Executive in writing. The Board’s delay in providing such notice shall not be deemed to be a waiver of any such Good Cause nor does the failure to terminate for one Good Cause prevent any later Good Cause termination for a similar or different reason.

(e) Termination For Good Reason .

(i) The Executive may resign, and thereby terminate his employment (and the Employment Period), within six (6) months following the initial existence of “Good Reason” (as defined below). Following a Change in Control (as defined below) the Executive may resign for Good Reason within twelve (12) months following the Change in Control Date. Before resigning, the Executive must provide the Company prior written notice to the Company of his intent to resign to for Good Reason. Such notice must be provided at least thirty (30) days’ prior to the Executive’s resignation date and must specify in reasonable detail the Good Reason for the Executive’s resignation. 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.

(ii) For purposes of this Agreement, “Good Reason” means the occurrence of any of the following circumstances without the Executive’s written consent:

(A) A material failure by the Company to comply with any material obligation imposed by this Agreement;

(B) A material reduction in the Executive’s total compensation and benefits opportunity (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).

(iii) Following the date on which a Change of Control event is legally consummated and legally binding upon the parties (the “Change of Control Date”), Good Reason shall also include the occurrence of any of the following circumstances without the Executive’s written consent:

(A) The Company requires the Executive to be based (excluding travel responsibilities in the ordinary course of business) at any office or location more than fifty (50) miles from the office of the Company at 1100 N. Glebe Road, Arlington, Virginia 22201; or

(B) The failure by any successor to the Company to expressly assume all obligations of the Company under this Agreement.

Notwithstanding anything herein to the contrary, in no event shall any action otherwise meeting the definition of Good Reason under clauses 5 (e)(ii) above taken by the Company for Good Cause, constitute, or be deemed to constitute, grounds for Good Reason termination hereunder.

(f) Resignation . The Executive may resign and thereby terminate his employment (and the Employment Period) under this Agreement at any time upon not less than thirty (30) days' prior written notice.

(g) Termination without Good Cause . The Company may, for any or no reason, terminate the employment of the Executive (and the Employment Period) under this Agreement at any time upon not less than thirty (30) days' prior written notice.

(h) Payments Upon Termination .

(i) Without Good Cause (Not In Connection With A Change In Control) . In the event the Executive's employment is terminated by the Company without "Good Cause," or by the Executive for "Good Reason," prior to, or more than twelve (12) months following a Change in Control Date, then the following provisions shall apply:

(A) The Company shall pay to the Executive an amount equal to twenty-four (24) months of the Executive's "Current Base Salary." For this purpose, the Executive's "Current Base Salary" shall be deemed to be the highest Base Salary paid to the Executive at any time during the thirty-six (36) months prior to termination of the Executive's employment. Such payment shall be made in a single lump sum as soon as administratively practical (but no later than thirty (30) days) following the Executive's termination of employment.

(B) The Company shall pay to the Executive, without duplication, (i) the Base Salary through the date of termination, (ii) any incentive compensation earned but unpaid as of the date of termination for any fiscal year prior to the year in which such termination occurs; (iii) reimbursement for any unreimbursed business expenses properly incurred by the Executive prior to the date of termination (in accordance with Section 4(c) hereof); and (iv) such employee benefits, if any, to which the Executive is entitled under the employee benefit plans and arrangements of the Company (in accordance with Section 4 (d)(i) hereof) (the amounts described in clauses (i) and (ii) hereof being referred to as the "Accrued Rights").

(ii) Without Good Cause (In Connection With A Change In Control) . In the event the Executive's employment is terminated by the Company without "Good Cause," or by the Executive for "Good Reason," within twelve (12) months following a Change in Control, then the following provisions shall apply:

(A) The Company shall pay to the Executive an amount equal to thirty-six (36) months of the Executive's Current Base Salary (as defined in Section 6(g)(i)(A) above). Such payment shall be made in a single lump sum as soon as administratively practical (but no later than thirty (30) days) following the Executive's termination of employment.

(B) The Company shall pay to the Executive a prorated portion of the cash incentive (including, for this purpose, the annual component and any partial quarterly component) otherwise payable to the Executive for the fiscal year of termination under the Annual Incentive Plan (or any replacement bonus arrangement covering the Executive). Such amount shall be determined based on Company performance consistent with the cash incentive paid under the Annual Incentive Plan to comparable active executives in good standing who meet expectations and remained on the payroll and eligible for a bonus. The amount payable shall be determined by multiplying the cash incentive that the Executive would have received had his employment not terminated, by a fraction, the numerator of which is the number of months in the fiscal year (in the case of the annual component) or fiscal quarter (in the case of the quarterly component) during which Executive was employed (including the month in which the termination occurs) and the denominator of which is twelve (in the case of the annual component) or three (in the case of the quarterly component). The amount payable to the Executive in accordance with this Section shall be paid in a lump sum on the date on which the Company pays bonuses for the fiscal year of termination to actively employed senior executives; provided, however, in no event shall such payment be made more than 2 1/2 months following the close of the fiscal year of the Company to which such bonus relates.

(C) The Company shall pay to the Executive an amount equal to two (2) times the average cash incentive (including, for this purpose, any quarterly and annual components) actually paid to the Executive under the Annual Incentive Plan for the five (5) fiscal years immediately preceding the year of termination. Such payment shall be made in a single lump sum as soon as administratively practical (but no later than thirty (30) days) following the Executive's termination of employment.

(D) The Executive shall be entitled to the payments and benefits described in Section 6(g)(i)(B) and 6(g)(i)(C) above.

(iii) Good Cause . In the event the Executive's employment is terminated (i) by the Company for Good Cause, or (ii) by the Executive without Good Reason, then the Company shall have no duty to make any payments or provide any benefits to the Executive pursuant to this Agreement (other than the Accrued Rights).

(i) Release . The Executive agrees to release the Company and its Affiliates, officers, directors, stockholders, employees, agents, representatives, and successors from and against any and all claims that the Executive may have against any such Person relating to the Executive's employment by the Company and the termination thereof, such release to be in form and substance reasonably satisfactory to the Company.

(j) No Disparaging Comments . During the Employment Period and at all times thereafter, the Executive shall refrain from making any disparaging remarks about the businesses, services, products, members, managers, officers, directors, employees or other personnel of the Company and/or its Affiliates.

7. Miscellaneous .

(a) ARBITRATION . SUBJECT TO THE RIGHTS UNDER SECTION 5(e) TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF AS SPECIFIED IN THIS AGREEMENT, ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF DAMAGES, THE NATURE OF THE EXECUTIVE'S TERMINATION OR THE CALCULATION OF ANY BONUS OR OTHER AMOUNT OR BENEFIT DUE) SHALL BE RESOLVED IN ACCORDANCE WITH THE MODEL EMPLOYMENT ARBITRATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY RESULTING HEARING SHALL BE HELD IN THE JURISDICTION APPROPRIATE TO THE PRINCIPAL LOCATION OF THE COMPANY (CURRENTLY ARLINGTON, VIRGINIA). THE RESOLUTION OF ANY DISPUTE ACHIEVED THROUGH SUCH ARBITRATION SHALL BE BINDING AND ENFORCEABLE BY A COURT OF COMPETENT JURISDICTION. COSTS AND FEES INCURRED IN CONNECTION WITH SUCH ARBITRATION SHALL BE BORNE BY THE PARTIES AS DETERMINED BY THE ARBITRATION.

(b) Indemnification and Insurance . The Company and the Executive are parties to an Indemnification Agreement dated November 16, 2006 (the "Indemnification Agreement"), which shall remain in full force and effect in accordance with, and subject to, its terms. During the Employment Period, the Company shall provide directors' and officers' liability insurance covering the Executive and errors and omissions insurance covering the activities of the Executive in the exercise of the Executive's duties in the interest of the Company comparable to and no less favorable to the Executive than similar insurance provided by the Company to or for other senior executives of the Company.

(c) Entire Agreement . This Agreement and the agreements, schedules and exhibits incorporated herein by reference contain the entire agreement between the Executive and the Company with respect to the subject matter hereof, and supersede any and all prior understandings or agreements, whether written or oral, including, without limitation, the Severance Compensation Agreement between the Company and the Executive. However, this Agreement does not affect or supersede the terms of the SERP or the Indemnification Agreement. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by the party to be charged therewith.

(d) Waiver . No waiver by either party hereto of any of the requirements imposed by this Agreement on, or any breach of any condition or provision of this Agreement to be performed by, the other party shall be deemed a waiver of a similar or dissimilar requirement, provision or condition of this Agreement at the same or any prior or subsequent time. Any such waiver shall be express and in writing, and there shall be no waiver by conduct. Pursuit by either party of any available remedy, either in law or equity, or any action of any kind, does not constitute waiver of any other remedy or action. Such remedies are cumulative and not exclusive.

(e) Governing Law . The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia applicable to contracts executed by, and to be performed entirely within, said State, without regard to principles of conflict of laws.

(f) Successors and Assigns; Binding Agreement . The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and permitted assigns. This Agreement is a personal contract, and, except as specifically set forth herein, the rights and interests of the Executive herein may not be sold, transferred, assigned, pledged or hypothecated by any party without the prior written consent of the others. As used herein, the term "successor" as it relates to the Company, shall include, but not be limited to, any successor by way of merger, consolidation, sale of all or substantially all of such Person's assets or equity interests. The Company may only assign this Agreement with the Executive's consent.

(g) Representation by Counsel . Each of the parties hereto acknowledges that (i) it or he has read this Agreement in its entirety and understands all of its terms and conditions, (ii) it or he has had the opportunity to consult with any individuals of its or his choice regarding its or his agreement to the provisions contained herein, including legal counsel of its or his choice, and any decision not to was his or its alone, and (iii) it or he is entering into this Agreement of its or his own free will, without coercion from any source.

(h) Interpretation . The parties and their respective legal counsel actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, or any dispute among the parties with respect to the provisions hereto, no provision of this Agreement shall be construed unfavorably against any of the parties on the ground that he, it, or his or its counsel was the drafter thereof.

(i) Notices . All notices and communications hereunder shall be in writing and shall be deemed properly given and effective when received, if sent by facsimile or telecopy, or by postage prepaid by registered or certified mail, return receipt requested, or by other delivery service which provides evidence of delivery, as follows:

If to the Company, to:

CACI International Inc
1100 N. Glebe Road
16th Floor
Arlington, Virginia 22201
Attention: Chief Legal Officer

If to the Executive, to:

Paul M. Cofoni
7761 Indersham Drive
Falls Church, VA 22042

or to such other address as one party may provide in writing to the other party from time to time.

(j) Compliance with Section 409A . To the extent that Section 409A of the Code applies to any election or payment required under this Agreement, such payment or election shall be made in conformance with the provisions of Section 409A of the Code. Certain provisions of this Agreement are intended to constitute a short-term deferral under Treas. Reg. §1.409A-1(b)(4) or a separation pay arrangement that does not provide for the deferral of compensation subject to Section 409A of the Code (under the short-term deferral exception). In order for the short-term deferral exception to apply, payments must be completed within two and a half months after the close of the year in which Executive's separation from service occurs. Section 6(h) of the Agreement states that Executive's entitlement to severance payments is conditioned upon Executive signing a release. The parties agree that the Company is allowed to withhold payment until the release is completed and that Executive is required to provide the required release to CACI within the Section 409A short term deferral period (i.e., in time for payment to be completed within two and a half months after the close of the year in which your separation from service occurs. If any such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with such provisions not being subject to the provisions of Section 409A. The remaining provisions of this Agreement are intended to comply with the provisions of Section 409A of the Code (to the extent applicable) and, to the extent that Section 409A applies to any provision of this Agreement and such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the provision complying with the applicable provisions of Section 409A of the Code (including, but not limited to the requirement that any payment made on account of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations issued thereunder) ("Separation from Service"), shall not be made earlier than the first business day of the seventh month following the Executive's Separation from Service, or if earlier the date of death of the Executive). Any payment that is delayed in accordance with the foregoing sentence shall be made on the first business day following the expiration of such six (6) month period.

(k) Withholding Taxes . All amounts payable hereunder shall be subject to the withholding of all applicable taxes and deductions required by any applicable law.

(l) Tax Consequences of Payments . Executive understands and agrees that the Company makes no representations as to the tax consequences of any compensation or benefits provided hereunder (including, without limitation, under Section 409A of the Code, if applicable). Executive is solely responsible for any and all income, excise or other taxes imposed on Executive with respect to any and all compensation or other benefits provided to Executive.

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

(n) Duration . Notwithstanding the Employment Term hereunder, this Agreement shall continue for so long as any obligations remain under this Agreement.

(o) Section References . The word Section herein shall refer to provisions of this Agreement unless expressly indicated otherwise.

(p) Captions . Section headings are for convenience only and shall not be considered a part of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, intending it as a document under seal, as of the date first above written.

WITNESS/ATTEST:	CACI INTERNATIONAL INC
/s/ Jerry A. Reece	By: /s/ Arnold Morse (SEAL) Name: Arnold Morse Title: SVP, CLO
	EXECUTIVE
/s/ Jerry A. Reece	/s/ Paul M. Cofoni (SEAL) Paul M. Cofoni

Exhibit 21.1

Significant Subsidiaries of the Registrant

The significant subsidiaries of the Registrant, as defined in Section 1-02(w) of regulation S-X, are:

CACI, INC.—FEDERAL, a Delaware corporation

CACI, INC.—COMMERCIAL, a Delaware corporation

CACI Limited, a United Kingdom corporation

CACI Technologies, Inc., a Virginia corporation (also does business as "CACI Productions Group")

CACI Dynamic Systems, Inc., a Virginia corporation

CACI Premier Technology, Inc., a Delaware corporation

CACI Enterprise Solutions, Inc., a Delaware corporation

CACI Systems, Inc

CACI-ISS, Inc., a Delaware corporation

CACI Technology Insights, Inc., a Virginia corporation

CACI-CMS Information Systems, Inc., a Virginia corporation

CACI-WGI, Inc., a Delaware corporation (also does business as "The Wexford Group International")

CACI-Athena, Inc., a Delaware corporation

TechniGraphics, Inc.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of CACI International Inc:

1) Registration Statement (Form S-3 No. 333-122784) pertaining to the offering of up to $400 million of common stock, preferred stock and debt securities, as amended,
2) Registration Statement (Form S-8 No. 333-122843) pertaining to the 1996 Stock Incentive Plan, as amended,
3) Registration Statement (Form S-8 No. 333-148032) pertaining to the 2006 Stock Incentive Plan,
4) Registration Statement (Form S-8 No. 333-146505) pertaining to the 2002 Employee Stock Purchase Plan,
5) Registration Statement (Form S-8 No. 333-146504) pertaining to the CACI $MART Plan,
6) Registration Statement (Form S-8 No. 333-104118) pertaining to the 2002 Employee, Management, and Director Stock Purchase Plans, amended,
7) Registration Statement (Form S-8 No. 333-91676) pertaining to the CACI $MART Plan,
8) Registration Statement (Form S-8 No. 333-157093) pertaining to the 2006 Stock Incentive Plan, as amended,
9) Registration Statement (Form S-8 No. 333-164710) pertaining to the 2002 Employee Stock Purchase Plan, as amended, and
10) Registration Statement (Form S-8 No. 333-179392) pertaining to the 2006 Stock Incentive Plan, as amended

of our reports dated August 28, 2012, with respect to the consolidated financial statements and schedule of CACI International Inc and internal control over financial reporting of CACI International Inc, included in this Annual Report (Form 10-K) for the year ended June 30, 2012.

/s/ Ernst & Young LLP

McLean, Virginia
August 28, 2012

Exhibit 31.1

Section 302 Certification

I, Daniel D. Allen certify that:

1. I have reviewed this Annual Report on Form 10-K, of CACI International Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financing reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the designs or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: August 28, 2012

/s/ DANIEL D. ALLEN

Daniel D. Allen
President
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

Section 302 Certification

I, Thomas A. Mutryn, certify that:

1. I have reviewed this Annual Report on Form 10-K, of CACI International Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financing reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the designs or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal controls over financial reporting.

Date: August 28, 2012

/s/ T HOMAS A. M UTRYN

Thomas A. Mutryn
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)

Exhibit 32.1

Section 906 Certification

In connection with the Annual Report on Form 10-K of CACI International Inc (the “Company”) for the fiscal year ended June 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned President and Chief Executive Officer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 28, 2012

/s/ Daniel D. Allen

Daniel D. Allen
President
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

Section 906 Certification

In connection with the Annual Report on Form 10-K of CACI International Inc (the "Company") for the fiscal year ended June 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Executive Vice President, Chief Financial Officer and Treasurer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 28, 2012

/s/ THOMAS A. MUTRYN

Thomas A. Mutryn
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)

Exhibit 99.1

New York Stock Exchange Regulatory 303A.12 Certification

Domestic Company
Section 303A
Annual CEO Certification

As the Chief Executive Officer of CACI International Inc (CACI) and as required by Section 303A.12(a) of the New York Stock Exchange Listed Company Manual, I hereby certify that as of the date hereof I am not aware of any violation by the Company of NYSE's corporate governance listing standards, other than has been notified to the Exchange pursuant to Section 303A.12(b) and disclosed on Exhibit H to the Company's Domestic Company Section 303A Annual Written Affirmation.

This certification is: ☒ Without qualification or ☐ With qualification

Date: August 28, 2012

/s/ DANIEL D. ALLEN

Daniel D. Allen
President
Chief Executive Officer and Director
(Principal Executive Officer)