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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CACI INTERNATIONAL INC

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

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

1100 North Glebe Road, Arlington, Virginia
(Address of Principal Executive Offices)

22201
(Zip Code)

CACI 2002 Employee Stock Purchase Plan
CACI 2002 Management Stock Purchase Plan
CACI 2002 Director Stock Purchase Plan
(Full Titles of the Plans)

Jeffrey P. Elefante
Executive Vice President, General Counsel and Secretary
CACI International Inc
1100 North Glebe Road
Arlington, Virginia 22201
(Name and Address of Agent For Service)

(703) 841-7800
(Telephone Number, Including Area Code, of Agent For Service)

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.10 par value(1)	875,000	\$33.13(2)	\$28,988,750	\$2,346

- (1) In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also relates to such indeterminate number of additional shares of Common Stock of the Registrant as may be issuable as a result of stock splits, stock dividends or similar transactions.
- (2) Calculated pursuant to Rules 457(c) and (h) under the Securities Act, solely for the purpose of computing the registration fee and, based on the average of the high and low prices of the Class A Common Stock on March 25, 2003, as reported by the New York Stock Exchange.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information concerning the CACI 2002 Employee Stock Purchase Plan, CACI 2002 Management Stock Purchase Plan, and CACI Director Stock Purchase Plan (collectively, the “Plans”) required by Item 1 of Part 1 of Form S-8 and the statement of availability of Registration Information, Plan Information and other information required by Item 2 of Part 1 of Form S-8 will be sent or given to participants as specified by Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with Rule 428 and the requirements of Part 1 of Form S-8, such documents are not being filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. The Registrant shall maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, the registrant shall furnish to the Commission or its staff a copy or copies of all of the documents included in such file.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents that we have previously filed with the Securities and Exchange Commission are hereby incorporated by reference in this Registration Statement:

- (1) The Registrant’s Annual Report on Form 10-K for the fiscal year ended June 30, 2002 (as filed on September 27, 2002);
- (2) The Registrant’s Quarterly Report on Form 10-Q for the three months ended September 30, 2002 (as filed on November 14, 2002);

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- (3) The Registrant's Quarterly Report on Form 10-Q for the six months ended December 31, 2002 (as filed on February 13, 2003);
 - (4) The Registrant's Current Reports on Form 8-K (as filed on October 10 and October 22, 2002 and February 4 and March 3, 2003);
 - (5) The Registrant's definitive proxy statement in connection with its 2002 annual meeting of stockholders (as filed on October 15, 2002); and
 - (6) The description of the Registrant's Common Stock contained in its Registration Statement on Form 8-A/A (as filed on March 21, 2003).

All documents filed by the Registrant subsequent to the date hereof with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and prior to the filing of a post-effective amendment hereto that indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and made a part hereof from their respective dates of filing (such documents, together with the documents enumerated above, being hereinafter referred to as "Incorporated Documents"); provided, however, that the documents enumerated above or subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act in each year during which the offering made hereby is in effect prior to the filing with the Commission of the Registrant's Annual Report on Form 10-K for such year shall not be Incorporated Documents or be incorporated by reference herein or be a part hereof from and after the filing of such Report.

Any statement contained in an Incorporated Document or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part hereof.

Item 4. Description of Securities

Not Applicable

Item 5. Interest of Named Experts and Counsel

Jeffrey P. Elefante, who has furnished the opinion of counsel included as Exhibit 5.1 hereto, is an officer of the Registrant, holds shares of, and options to purchase shares of, the Registrant's Common Stock and may participate in the CACI 2002 Employee Stock Purchase Plan and the CACI 2002 Management Stock Purchase Plan.

Item 6. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law affords a Delaware corporation the power to indemnify its present and former directors and officers under certain conditions. Article EIGHTH of the Registrant's Certificate of Incorporation provides that the Registrant may, to the full extent permitted by Section 145 of the Delaware General Corporation Law, indemnify all persons that it is permitted to indemnify under Section 145 of the Delaware General Corporation Law, as the same exists or may hereafter be amended. Section 9 of ARTICLE V of the Registrant's By-Laws provides that the Registrant shall indemnify and hold harmless to the fullest extent permissible under the Delaware General Corporation Law every person who was or is a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the Registrant or is or was serving at the request of the Registrant as a director or officer of another corporation, against all expense, liability, and loss (including attorneys' fees, judgments, fines, and, if approved by the Registrant's board of

directors, amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection with that action, suit, or proceeding. Section 9 of ARTICLE V of the Registrant's By-Laws also provides that the Registrant may pay expenses incurred by a director or officer in connection with the defense of any civil or criminal action, suit, or proceeding in advance of the disposition of the action, suit, or proceeding, upon a commitment by or on behalf of the director or officer to repay such amounts if it is ultimately determined that he is not entitled to be indemnified by the Registrant.

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

Item 7. Exemption from Registration Claimed

Not Applicable

Item 8. Exhibits

Exhibit No.	Description
4.1	Certificate of Incorporation of CACI International Inc, as amended to date (incorporated by reference to the Registrant's Form DEF 14A filed with the Securities and Exchange Commission on October 15, 2002).
4.2	By-laws of CACI International Inc, as amended to date (incorporated by reference to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission for the fiscal year ended June 30, 2002).
4.3	CACI 2002 Employee Stock Purchase Plan.
4.4	CACI 2002 Director Stock Purchase Plan.
4.5	CACI 2002 Management Stock Purchase Plan.
5.1	Opinion of Jeffrey P. Elefante, Executive Vice President, General Counsel and Secretary.
23.1	Consent of Deloitte & Touche LLP, independent auditors.
23.3	Consent of Jeffrey P. Elefante (included in Exhibit 5.1).
24.1	Power of Attorney (contained on the signature page).

The undersigned Registrant has submitted the Plan and has submitted or will submit all amendments thereto to the Internal Revenue Service (the "IRS") in a timely manner and has made or will make all changes required by the IRS in order to qualify the Plan.

Item 9. Undertakings

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

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

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and
 - (3) To remove from registration by means of post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and each filing of the Plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the

securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Arlington, Virginia, on March 28, 2003.

CACI INTERNATIONAL INC

By: /s/ JEFFREY P. ELEFANTE

Jeffrey P. Elefante
Executive Vice President
General Counsel and Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints Stephen L. Waechter and Jeffrey P. Elefante, and each of them, his true and lawful attorneys-in-fact and agents with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing which they, or either of them, may deem necessary or advisable to be done in connection with this registration statement, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or any substitute or substitutes for either or both of them, may lawfully do or cause to be done by virtue hereof.

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

Signature

Title

Date

/s/ J.P. LONDON

Chairman of the Board, Chief Executive Officer and
Director (Principal Executive Officer)

March 28, 2003

J.P. London

<div>/s/ S TEPHEN L. W AECHTER</div> <div>Stephen L. Waechter</div>	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	March <u>28</u> , 2003
<div>/s/ M ICHAE L. B AYER</div> <div>Michael J. Bayer</div>	Director	March <u>28</u> , 2003
<div>/s/ P ETER A. D EROW</div> <div>Peter A. Derow</div>	Director	March <u>28</u> , 2003
<div>/s/ R ICHARD L. L EATHERWOOD</div> <div>Richard L. Leatherwood</div>	Director	March <u>28</u> , 2003
<div>/s/ A RTHUR L. M ONEY</div> <div>Arthur L. Money</div>	Director	March <u>28</u> , 2003
<div>/s/ W ARREN R. P HILLIPS</div> <div>Warren R. Phillips</div>	Director	March <u>28</u> , 2003
<div>/s/ C HARLES P. R EVOILE</div> <div>Charles P. Revoile</div>	Director	March <u>28</u> , 2003
<div>/s/ W ILLIAM B. S NYDER</div> <div></div>	Director	March <u>28</u> , 2003

William B. Snyder

/s/ **R ICHARD P. S ULLIVAN**

Director

March 28, 2003

Richard P. Sullivan

/s/ **J OHN M. T OUPS**

Director

March 28, 2003

John M. Toups

/s/ **L ARRY D. W ELCH**

Director

March 28, 2003

Larry D. Welch

EXHIBIT INDEX

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2002 EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

The CACI International Inc 2002 Employee Stock Purchase Plan (the “Plan”) is intended to provide a method whereby employees of CACI International Inc (the “Company”) will have an opportunity to acquire an ownership interest (or increase an existing ownership interest) in the Company through the purchase of shares of the Common Stock of the Company. It is the intention of the Company that the Plan qualify as an “employee stock purchase plan” under Section 423 of the Internal Revenue Code of 1986, as amended (the “Code”). The provisions of the Plan shall, accordingly, be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. DEFINITIONS.

- (a) “Compensation” means, for the purpose of any Offering pursuant to this Plan, base pay in effect as of the Offering Commencement Date (as hereinafter defined). Compensation shall not include any deferred compensation other than salary reduction contributions under a cash or deferred arrangement pursuant to Section 401(k) of the Code, salary reduction amounts under a cafeteria plan pursuant to Section 125 of the Code, and salary reduction amounts pursuant to a qualified transportation fringe benefit program pursuant to Section 132(f) of the Code.
- (b) “Board” means the Board of Directors of the Company.
- (c) “Committee” means the Compensation Committee of the Board.
- (d) “Common Stock” means the common stock, \$.10 par value per share, of the Company.
- (e) “Company” shall also include any Parent or Subsidiary of CACI International Inc designated by the Board, unless the context otherwise requires.
- (f) “Employee” means any person who is customarily employed at least 20 hours per week and more than five months in a calendar year by the Company.
- (g) “Parent” shall mean any present or future corporation which is or would constitute a “parent corporation” as that term is defined in Section 424 of the Code.
- (h) “Subsidiary” shall mean any present or future corporation which is or would constitute a “subsidiary corporation” as that term is defined in Section 424 of the Code.

3. ELIGIBILITY.

- (a) Participation in the Plan is completely voluntary. Participation in any one or more of the offerings under the Plan shall neither limit, nor require, participation in any other offering.
- (b) Each employee shall be eligible to participate in the Plan on the first Offering Commencement Date, as hereafter defined, following the completion of two (2) full calendar months of continuous service with the Company. Notwithstanding the foregoing, no employee shall be granted an option under the Plan:
 - (i) if, immediately after the grant, such employee would own stock, and/or hold outstanding options to purchase stock, possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Parent or Subsidiary; for purposes of this Paragraph the rules of Section 424(d) of the Code shall apply in determining stock ownership of any employee; or
 - (ii) if the grant permits the employee’s rights to purchase stock under all Section 423 employee stock purchase plans of the Company and any Parent or Subsidiary to exceed \$25,000 of the fair market value of the stock (determined at the time such option is granted) for each calendar year in which such option is outstanding; for purposes of this Paragraph, the rules of Section 423(b)(8) of the Code shall apply; or

- (iii) if the employee is a “highly compensated employee” within the meaning of Section 414(q) of the Code who earns at least \$200,000, as adjusted for cost of living increases in accordance with Section 401(a)(17)(B) of the Code.

4. OFFERING DATES.

The right to purchase stock hereunder shall be made available by a series of three month offerings (the “Offering” or “Offerings”) to employees eligible in accordance with Paragraph 3 hereof. The Committee will, in its discretion, determine the applicable date of commencement (“Offering Commencement Date”) and termination date (“Offering Termination Date”) for each Offering. Participation in any one or more of the Offerings under the Plan shall neither limit, nor require, participation in any other Offering.

5. PARTICIPATION.

Any eligible employee may become a participant by completing a payroll deduction authorization form provided by the Company and filing it with the office of the Plan Administrator 20 days prior to an applicable Offering Commencement Date, as determined by the Committee pursuant to Paragraph 4. A participant who obtains shares of Common Stock in one Offering will be deemed to have elected to participate in each subsequent Offering, provided such participant is eligible to participate during each such subsequent Offering and provided that such participant has not specifically elected not to participate in such subsequent Offering. Such participant will also be deemed to have authorized the same payroll deductions under Paragraph 6 hereof for each such subsequent Offering as in the immediately preceding Offering; provided however, that, during the enrollment period prior to each new Offering, the participant may elect to change such participant’s payroll deductions by submitting a new payroll deduction authorization form.

6. PAYROLL DEDUCTIONS.

- (a) At the time a participant files his authorization for a payroll deduction, he shall elect to have deductions made from his pay on each payday during any Offering in which he is a participant at a specified percentage of his Compensation as determined on the applicable Offering Commencement Date; said percentage shall be in increments of one percent up to a maximum percentage of twenty percent.
- (b) Payroll deductions for a participant shall commence on the applicable Offering Commencement Date when his authorization for a payroll deduction becomes effective and subject to the last sentence of Paragraph 5 shall end on the Offering Termination Date of the Offering to which such authorization is applicable unless sooner terminated by the participant as provided in Paragraph 10.
- (c) All payroll deductions made for a participant shall be credited to his account under the Plan. A participant may not make any separate cash payment into such account.
- (d) A participant may withdraw from the Plan at any time during the applicable Offering period.

7. GRANTING OF OPTION.

- (a) Except as provided in clause (ii) of Paragraph 3(b), on the Offering Commencement Date of each Offering, a participating employee shall be deemed to have been granted an option to purchase a maximum number of shares of the Common Stock equal to two times an amount determined as follows: 85% of the market value per share of the Common Stock on the applicable Offering Commencement Date shall be divided into an amount equal to the percentage of the employee’s Compensation which he has elected to have withheld (but no more than 20%) multiplied by the employee’s Compensation over the Offering period. Such market value per share of the Common Stock shall be determined as provided in clause (i) of Paragraph 7(b).

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- (b) The option price of the Common Stock purchased with payroll deductions made during each such Offering for a participant therein shall be the lower of:
- (i) 85% of the closing price per share on the Offering Commencement Date as reported by a nationally recognized stock exchange, or, if the Common Stock is not listed on such an exchange, as reported by the National Association of Securities Dealers Automated Quotation System ("NASDAQ") National Market System or, if the Common Stock is not listed on the NASDAQ National Market System but is otherwise publicly traded over-the-counter, 85% of the mean of the bid and asked prices per share on the Offering Commencement Date or, if the Common Stock is not traded over-the-counter, 85% of the fair market value on the Offering Commencement Date as determined by the Committee; and
 - (ii) 85% of the closing price per share on the Offering Termination Date as reported by a nationally recognized stock exchange, or, if the Common Stock is not listed on such an exchange, as reported by the NASDAQ National Market System or, if the Common Stock is not listed on the NASDAQ National Market System but is otherwise publicly traded over-the-counter, 85% of the mean of the bid and asked prices per share on the Offering Termination Date or, if the Common Stock is not traded over-the-counter, 85% of the fair market value on the Offering Termination Date as determined by the Committee.

8. EXERCISE OF OPTION.

- (a) Unless a participant gives written notice to the Plan Administrator as hereinafter provided, his option for the purchase of Common Stock with payroll deductions made during any Offering will be deemed to have been exercised automatically on the Offering Termination Date applicable to such Offering for the purchase of the number of full shares of Common Stock which the accumulated payroll deductions in his account at that time will purchase at the applicable option price (but not in excess of the number of shares for which options have been granted the employee pursuant to Paragraph 7(a)), and any excess in his account at that time, other than amounts representing fractional shares, will be returned to him.
- (b) Fractional shares will not be issued under the Plan and any accumulated payroll deductions which would have been used to purchase fractional shares shall be automatically carried forward to the next Offering unless the participant elects, by written notice to the Plan Administrator, to have the excess cash returned to him.

9. PURCHASE AND DELIVERY OF SHARES.

As promptly as possible after each Offering Termination Date the Company shall deliver to an established broker irrevocable instructions (i) to purchase on the open market, along with sufficient funds to do so, the appropriate number of shares of Common Stock exercised on said Offering Termination Date pursuant to Paragraph 8(a), and (ii) to deposit in an account established by the broker in each participant's name the number of shares purchased by each participant on said Offering Termination Date.

10. WITHDRAWAL AND TERMINATION.

- (a) Prior to the Offering Termination Date for an Offering, any participant may withdraw the payroll deductions credited to his account under the Plan for such Offering by giving written notice to the Plan Administrator. All of the participant's payroll deductions credited to such account will be paid to him promptly after receipt of notice of withdrawal, without interest, and no future payroll deductions will be made from his pay during such Offering. The Company will treat any attempt to borrow by a participant on the security of accumulated payroll deductions as an election to withdraw such deductions.

- (b) A participant's election not to participate in, or withdrawal from, any Offering will not have any effect upon his eligibility to participate in any succeeding Offering or in any similar plan which may hereafter be adopted by the Company.
- (c) Upon termination of the participant's employment for any reason, including retirement but excluding death, the payroll deductions credited to his account will be returned to him, or, in the case of his death, to the person or persons entitled thereto under Paragraph 14.
- (d) Upon termination of the participant's employment because of death, his beneficiary (as defined in Paragraph 14) shall have the right to elect, by written notice given to the Plan Administrator prior to the expiration of a period of 90 days commencing with the date of the death of the participant, but not beyond the Offering Termination Date next following the date of death, either:
 - (i) to withdraw all of the payroll deductions credited to the participant's account under the Plan; or
 - (ii) to exercise the participant's option for the purchase of stock on the Offering Termination Date next following the date of the participant's death for the purchase of the number of full shares which the accumulated payroll deductions in the participant's account at the date of the participant's death will purchase at the applicable option price (subject to the limitation contained in Paragraph 7(a)), and any excess in such account will be returned to said beneficiary. In the event that no such written notice of election shall be duly received by the office of the Plan Administrator, the beneficiary shall automatically be deemed to have elected to withdraw the payroll deductions credited to the participant's account at the date of the participant's death and the same will be paid promptly to said beneficiary.

11. INTEREST.

No interest will be paid or allowed on any money paid into the Plan or credited to the account of any participating employee.

12. STOCK.

- (a) The maximum number of shares of Common Stock available for issuance and purchase by employees under the Plan, subject to adjustment upon changes in capitalization of the Company as provided in Paragraph 17, shall be 500,000 shares of Common Stock, par value \$.10 per share, of the Company. If the total number of shares for which options are exercised on any Offering Termination Date in accordance with Paragraph 8 exceeds the maximum number of shares for the applicable Offering, the Company shall make a pro rata allocation of the shares available for delivery and distribution in an equitable manner, and the balances of payroll deductions credited to the account of each participant under the Plan shall be returned to the participant.
- (b) The participant will have no interest in stock covered by his option until such option has been exercised.

13. ADMINISTRATION.

The Plan shall be administered by the Committee. The interpretation and construction of any provision of the Plan and adoption of rules and regulations for administering the Plan shall be made by the Committee. Determinations made by the Committee with respect to any matter or provision contained in the Plan shall be final, conclusive and binding upon the Company and upon all participants, their heirs or legal representatives. Any rule or regulation adopted by the Committee shall remain in full force and effect unless and until altered, amended, or repealed by the Committee.

14. DESIGNATION OF BENEFICIARY.

A participant shall file with the Plan Administrator a written designation of a beneficiary who is to receive any Common Stock and/or cash under the Plan. Such designation of beneficiary may be changed by the participant at any time by written notice. Upon the death of a participant and upon receipt by the Company of proof of the identity and existence at the participant's death of a beneficiary validly designated by him under the Plan, the Company shall deliver such Common Stock and/or cash to such beneficiary. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such Common Stock and/or cash to the executor or administrator of the estate of the participant. No beneficiary shall prior to the death of the participant by whom he has been designated, acquire any interest in the Common Stock and/or cash credited to the participant under the Plan.

15. TRANSFERABILITY.

Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive Common Stock under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the participant other than by will or the laws of descent and distribution. Any such attempted assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Paragraph 10.

16. USE OF FUNDS.

All payroll deductions received or held by the Company under this Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

17. EFFECT OF CHANGES OF COMMON STOCK.

If the Company shall subdivide or reclassify the Common Stock which has been or may be subject to options under this Plan, or shall declare thereon any dividend payable in shares of such Common Stock, or shall take any other action of a similar nature affecting such Common Stock, then the number and class of shares of Common Stock which may thereafter be subject to options under the Plan (in the aggregate and to any participant) shall be adjusted accordingly and in the case of each option outstanding at the time of any such action, the number and class of shares which may thereafter be purchased pursuant to such option and the option price per share shall be adjusted to such extent as may be determined by the Committee, with the approval of independent public accountants and counsel, to be necessary to preserve the rights of the holder of such option.

18. AMENDMENT OR TERMINATION.

The Board may at any time terminate or amend the Plan. No such termination shall affect options previously granted, nor may an amendment make any change in any option theretofore granted which would adversely affect the rights of any participant holding options under the Plan without the consent of such participant.

19. NOTICES.

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received by the Plan Administrator.

20. EFFECT OF CERTAIN TRANSACTIONS.

If the Company is a party to a reorganization or merger with one or more other corporations, whether or not the Company is the surviving or resulting corporation, or if the Company consolidates with or into one or more other corporations, or if the Company is liquidated or sells or otherwise disposes of substantially all of its

assets to another corporation (each hereinafter referred to as a “Transaction”), in any such event while an Offering is in progress under Section 4 hereof, then: (i) after the effective date of such Transaction options shall remain outstanding and shall be exercisable in shares of common Stock, or, if applicable, shares of such stock or other securities, cash or property as the holders of shares of Common Stock received pursuant to the terms of such transaction; or (ii) the Board may accelerate the Offering Termination Date to a date coincident with or prior to the effective date of such Transaction.

21. APPROVAL OF STOCKHOLDERS.

The Plan is subject to the approval of the stockholders of the Company at their next annual meeting or at any special meeting of the stockholders for which one of the purposes shall be to act upon the Plan.

22. GOVERNMENTAL AND OTHER REGULATIONS.

The Plan, and the grant and exercise of the rights to purchase shares hereunder, and the Company’s obligation to sell and deliver shares upon the exercise of rights to purchase shares, shall be subject to all applicable federal, state and foreign laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel for the Company, be required. The Plan shall be governed by, and construed and enforced in accordance with, the provisions of Sections 421, 423 and 424 of the Code and the substantive laws of the State of Delaware. In the event of any inconsistency between such provisions of the Code and any such laws, such provisions of the Code shall govern to the extent necessary to preserve favorable federal income tax treatment afforded employee stock purchase plans under Section 423 of the Code.

DIRECTOR STOCK PURCHASE PLAN

I. INTRODUCTION

The purpose of the CACI International Inc Director Stock Purchase Plan (the “Plan”) is to provide an opportunity for Non-Employee Directors of CACI International Inc (the “Company”) to acquire an equity interest in the Company. Participants in the Plan may elect to receive restricted stock units (“RSUs”) in lieu of up to fifty percent (50%) of their annual retainer fees (the “Retainer”). Each RSU represents the right to receive one share of the Company’s Class A Common Stock (the “Stock”) upon the terms and conditions stated herein. RSUs are granted at the fair market value of the Stock on each date a Retainer is paid or would be payable (the “Award Date”). So long as the Participant remains a Director of the Company for at least three years after the Award Date, his or her RSUs will be settled in shares of Stock following a period of deferral selected by the Participant, or upon termination of service as a Director, if earlier.

II. ADMINISTRATION

The Plan shall be administered by the Compensation Committee of the Board of Directors of the Company (the “Committee”). Each member of the Committee shall be a “disinterested person” within the meaning of Rule 16b-3(c)(2)(i) promulgated under the Securities Exchange Act of 1934, as amended (the “Act”). The Committee shall have complete discretion and authority with respect to the Plan and its application, except as expressly limited herein. Determination by the Committee shall be final and binding on all parties with respect to all matters relating to the Plan.

III. ELIGIBILITY

Non-Employee Directors of the Company shall be eligible to participate in the Plan.

IV. PARTICIPATION

A. Restricted Stock Units. Participation in the Plan shall be based on the award of RSUs. Each RSU awarded to a Participant shall be credited to a bookkeeping account established and maintained for that Participant.

B. Valuation of RSUs; Fair Market Value of Stock. The value of each RSU, for purposes of the Plan, shall be determined as follows: The “Cost” of each RSU shall be equal to the fair market value of the Stock on the date the RSU is awarded. For all purposes of the Plan, the “fair market value of the Stock” on any given date shall mean the last reported sale price at which Stock is traded on such date or, if no Stock is traded on such date, the most recent date on which Stock was traded, as reflected on the NYSE or other national exchange on which the Stock is traded.

C. Election to Participate . Within thirty (30) days subsequent to his or her election to the Board of Directors (the “Board”) of each year, each Participant may voluntarily elect to receive an award of RSUs equal to a maximum of 50% of his or her Retainer for that year by completing a RSU Subscription Agreement (“Subscription Agreement”). Such election may be expressed as either (1) a specified percentage of the Participant’s Retainer; or (2) a specified dollar amount, up to 50% of the Participant’s Retainer. Any dollar amount specified must be at least \$500; and any percentage specified must be at least 5% and not more than 50%. Where the Participant specifies a fixed dollar amount pursuant to method (2), however, the Subscription Agreement shall provide that, if the specified dollar amount exceeds 50% of the Participant’s Retainer for the year, the Company shall reduce the dollar amount to not more than 50% of said Retainer amount. Each Subscription Agreement, in addition, shall specify a deferral period for the RSUs to which it pertains. The deferral period shall be expressed as a number of whole years, not less than three, beginning on the award date.

Subscription Agreements must be received by the Company (ATTN: Director of Business Operations) no later than thirty (30) days after the Non-Employee's election to the Board for the applicable year.

D. Award of RSUs. On each Award Date the Company shall grant RSUs to each Participant on the following basis: Each Participant's account shall be credited with a whole number of RSUs determined by dividing the amount (expressed in dollars) that is determined under his or her Subscription Agreement by the Cost of each RSU awarded on such date. No fractional RSU will be credited, and the amount equivalent in value to the fractional RSU will be paid out to the Participant currently in cash.

V. VESTING AND SETTLEMENT OF RSUs

A. Vesting. A Participant shall be fully vested in each RSU thirty six (36) months after the date such RSU was awarded provided that the Participant has remained a Director for that entire 36-month period. Notwithstanding the foregoing, in the event that a Participant dies or becomes permanently disabled before the end of the 36 month period after the Award Date of any RSU, but while still a Director of the Company, the Participant shall become fully vested in all his or her RSUs at that time. In addition, in the event that a Participant ceases to be a Director following a change in control (as defined in the Participant's Subscription Agreement) before the end of the 36-month period after the Award Date of any RSU, the Participant shall become fully vested in all RSUs.

B. Settlement After Vesting. With respect to each vested RSU, the Company shall issue to the Participant one share of Stock at the end of the deferral period specified in the Participant's Subscription Agreement pertaining to such RSU, or upon the Participant's termination of services as a Director or the termination of the Plan, if sooner.

C. Settlement Prior to Vesting.

- 1. Involuntary Termination.** If a Participant's membership on the Board terminates due to a failure to be nominated for election, or, if nominated, a failure to be elected to the Board, in either case other than following a change in control ("Involuntary Termination"), the Participant's nonvested RSUs shall be canceled and he or she shall receive payment as follows: The number of nonvested RSUs awarded on each Award Date shall be multiplied by a fraction, the numerator of which is the number of full months that the Participant was a Director after each such Award Date and the denominator of which is 36; the Participant shall receive the resulting number of such RSUs in shares of Stock. With respect to the Participant's remaining nonvested RSUs, the Participant shall receive cash in an amount equal to the Value of such RSUs.
- 2. Voluntary Termination.** If a Participant ceases to be a member of the Board for reasons other than death, permanent disability, Involuntary Termination or following a change in control, the Participant's nonvested RSUs shall be canceled and he or she shall receive a cash payment equal to the Value of such RSUs.
- 3. Committee's Discretion.** The Committee shall have complete discretion to determine the circumstances of a Participant's termination of Board membership, including whether the same results from voluntary termination, permanent disability or Involuntary Termination, and the Committee's determination shall be final and binding on all parties and not subject to review or challenge by any Participant or other person.

D. Method of Settlement. Shares of stock to be issued by the Company upon settlement of vested RSUs shall be purchased by the Company on the open market and immediately thereafter issued for the benefit of the Participant.

VI. DESIGNATION OF BENEFICIARY

A Participant may designate one or more beneficiaries to receive payments or shares of Stock in the event of his/her death. A designation of beneficiary shall apply to a specified percentage of a Participant's entire interest in the Plan. Such designation, or any change therein, must be in writing and shall be effective upon receipt by the Company (attn: Director of Business Operations). If there is no effective designation of beneficiary, or if no beneficiary survives the Participant, the Participant's estate shall be deemed to be the beneficiary.

VII. SHARES AVAILABLE; MAXIMUM NUMBER OF RSUs; ADJUSTMENTS

A. Shares Issuable. The aggregate maximum number of shares of Stock reserved and available for issuance under the Plan shall be 75,000. For purposes of this limitation, the shares of Stock underlying any RSUs that are canceled shall be added back to the shares of Stock available for issuance under the Plan.

B. Adjustments. In the event of a stock dividend, stock split or similar change in capitalization affecting the Stock, the Committee shall make appropriate adjustments in (i) the number and kind of shares of Stock or securities with respect to which RSUs shall thereafter be granted; (ii) the number of and kind of shares remaining subject to outstanding RSUs; (iii) the number of RSUs credited to each Participant's account; and (iv) the method of determining the value of RSUs. In the event of any proposed merger, consolidation, sale, dissolution or liquidation of the Company, all non-vested RSUs shall become fully vested upon the effective date of such merger, consolidation, sale dissolution or liquidation and the Committee in its sole discretion may, as to any outstanding RSUs, make such substitution or adjustment in the aggregate number of shares available for issuance under the Plan and the number of shares subject to such RSUs as it may determine on an equitable basis and as may be permitted by the terms of such transaction, or terminate such RSUs upon such terms and conditions as it shall provide. In the case of the termination of any vested RSU, the Committee shall provide payment or other consideration that the Committee deems equitable in the circumstances.

VIII. AMENDMENT OR TERMINATION OF PLAN

The Company reserves the right to amend or terminate the Plan at any time, by action of its Board of Directors, provided that no such action shall adversely affect a Participant's rights under the Plan with respect to RSUs awarded and vested before the date of such action, and provided further, that Plan amendments shall be subject to approval by the Company's shareholders to the extent required by the Act to ensure that awards are exempt under Rule 16b-3 promulgated under the ACT.

IX. MISCELLANEOUS PROVISIONS

A. No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring shares of Stock under the Plan to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof. No shares of Stock shall be issued until all applicable securities law and other legal and stock exchange requirements have been satisfied. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Stock as it deems appropriate.

B. Notices; Delivery of Stock Certificates. Any notice required or permitted to be given by the Company or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Participant

at the last address shown for the Participant on the records of the Company. Delivery of stock certificates to persons entitled to receive them under the Plan shall be deemed effected for all purposes when the Company or a share transfer agent of the Company shall have deposited such certificates in the United States mail, addressed to such person at his/her last known address on file with the Company.

C. Nontransferability of Rights. During a Participant's lifetime, any payment or issuance of shares under the Plan shall be made only to him/her. No RSU or other interest under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt by a Participant or any beneficiary under the Plan to do so shall be void. No interest under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of a Participant or beneficiary entitled thereto.

D. Company's Obligations To Be Unfunded and Unsecured. The Plan shall at all times be entirely unfunded, and no provision shall at any time be made with respect to segregating assets of the Company (including Stock) for payment of any amounts or issuance of any shares of Stock hereunder. No Participant or other person shall have any interest in any particular assets of the Company (including Stock) by reason of the right to receive payment under the Plan, and any Participant or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

E. Governing Law. The terms of the Plan shall be governed, construed, administered and regulated in accordance with the laws of the State of Delaware. In the event any provision of this Plan shall be determined to be illegal or invalid for any reason, the other provisions shall continue in full force and effect as if such illegal or invalid provision had never been included herein.

F. Effective Date of Plan. The Plan shall become effective as of the date of its approval by the holders of a majority of the shares of the Company's Class A Common Stock, voting as a single class, present or represented and entitled to vote at a meeting of the shareholders.

MANAGEMENT STOCK PURCHASE PLAN

I. INTRODUCTION

The purpose of the CACI International Inc Management Stock Purchase Plan (the “Plan”) is to provide an opportunity for selected management employees of CACI International Inc (the “Company”) and its subsidiaries to acquire an equity interest in the Company at a discount. Participants in the Plan may elect to receive restricted stock units (“RSUs”) in lieu of up to thirty percent (30%) of their annual incentive bonus. Each RSU represents the right to receive one share of the Company’s Class A Common Stock (the “Stock”) upon the terms and conditions stated herein. RSUs are granted at a discount of 15% from the fair market value of the Stock on the date of grant. So long as the Participant remains employed by the Company for at least three years after the Award Date (as hereinafter defined), his or her RSUs will be settled in shares of Stock following a period of deferral selected by the Participant, or upon termination of employment, if earlier.

II. ADMINISTRATION

The Plan shall be administered by the Compensation Committee of the Board of Directors of the Company (the “Committee”). Each member of the Committee shall be a “disinterested person” within the meaning of Rule 16b-3(c)(2)(i) promulgated under the Securities Exchange Act of 1934, as amended (the “Act”). The Committee shall have complete discretion and authority with respect to the Plan and its application, except as expressly limited herein. Determination by the Committee shall be final and binding on all parties with respect to all matters relating to the Plan.

III. ELIGIBILITY

U.S.-based employees of the Company and its subsidiaries who hold the position of Executive Vice President and above shall be eligible to participate in the Plan.

IV. PARTICIPATION

A. Restricted Stock Units. Participation in the Plan shall be based on the award of RSUs. Each RSU awarded to a Participant shall be credited to a bookkeeping account established and maintained for that Participant.

B. Valuation of RSUs; Fair Market Value of Stock. The value of each RSU, for purposes of the Plan, shall be determined as follows: The “Cost” of each RSU shall be equal to 85% of the fair market value of the Stock on the date the RSU is awarded. For all purposes of the Plan, the “fair market value of the Stock” on any given date shall mean the last reported sale price at which Stock is traded on such date or, if no Stock is traded on such date, the most recent date on which Stock was traded, as reflected on the NYSE or other national exchange on which the Stock is traded.

C. Election to Participate. Prior to June 30 of each year, each Participant may voluntarily elect to receive an award of RSUs equal to a maximum of 30% of his or her annual bonus for the fiscal year that ends on June 30 by completing a Bonus Deferral and RSU Subscription Agreement (“Subscription Agreement”). Such election may be expressed as either (1) a specified percentage of the Participant’s actual bonus amount; or (2) a specified dollar amount, up to 30% of the Participant’s targeted maximum bonus. Any dollar amount specified must be at least \$500; and any percentage specified must be at least 3% and not more than 30%. The amount specified pursuant to methods (1) and (2) is entirely contingent on the amount of bonus actually awarded. Where the Participant specifies a fixed dollar amount pursuant to method (2), however, the Subscription Agreement shall provide that, if the specified dollar amount exceeds 30% of the actual bonus amount awarded, the Company shall reduce the dollar amount

to not more than 30% of the total annual bonus amount received. Each Subscription Agreement, in addition, shall specify a deferral period for the RSUs to which it pertains. The deferral period shall be expressed as a number of whole years, not less than three, beginning on the award date. Subscription Agreements must be received by the Company (ATTN: Director of Business Operations) no later than June 30 of the fiscal year for which such bonus amount will be determined.

D. Award of RSUs. Once each year, on the date that annual incentive bonuses are paid or would otherwise be paid (the "Award Date"), the Company shall award RSUs to each Participant as follows: Each Participant's account shall be credited with a whole number of RSUs determined by dividing the amount (expressed in dollars) that is determined under his or her Subscription Agreement by the Cost of each RSU awarded on such date. No fractional RSU will be credited, and the amount equivalent in value to the fractional RSU will be paid out to the Participant currently in cash.

V. VESTING AND SETTLEMENT OF RSUs

A. Vesting. A Participant shall be fully vested in each RSU thirty six (36) months after the date such RSU was awarded provided that the Participant has remained employed by the Company for the entire 36-month period. Notwithstanding the foregoing, in the event that a Participant dies or becomes permanently disabled before the end of the 36 month period after the Award Date of any RSU, but while still employed by the Company, the Participant shall become fully vested in all his or her RSUs at that time. In addition, in the event that a Participant ceases to be employed following a change in control (as defined in the Participant's Subscription Agreement) before the end of the 36-month period after the Award Date of any RSU, the Participant shall become fully vested in all RSUs.

B. Settlement After Vesting. With respect to each vested RSU, the Company shall issue to the Participant one share of Stock at the end of the deferral period specified in the Participant's Subscription Agreement pertaining to such RSU, or upon the Participant's termination of employment or the termination of the Plan, if sooner.

C. Settlement Prior to Vesting.

1. **Voluntary Termination.** If a Participant voluntarily terminates his or her employment with the Company (for reasons other than death or permanent disability or following a change in control), the Participant's nonvested RSUs shall be canceled and he or she shall receive a cash payment equal to the Value of such RSUs.
2. **Involuntary Termination.** If a Participant's employment is terminated by the Company (other than following a change in control), the Participant's nonvested RSUs shall be canceled and he or she shall receive payment as follows: The number of nonvested RSUs awarded on each Award Date shall be multiplied by a fraction, the numerator of which is the number of full months that the Participant was employed by the Company after each such Award Date and the denominator of which is 36; the Participant shall receive the resulting number of such RSUs in shares of Stock. With respect to the Participant's remaining nonvested RSUs, the Participant shall receive cash in an amount equal to the Value of such RSUs.
3. **Committee's Discretion.** The Committee shall have complete discretion to determine the circumstances of a Participant's termination of employment, including whether the same results from voluntary termination, permanent disability or termination by the Company, and the Committee's determination shall be final and binding on all parties and not subject to review or challenge by any Participant or other person.

D. Method of Settlement. Shares of stock to be issued by the Company upon settlement of vested RSUs shall be purchased by the Company on the open market and, subject to the requirements of Section B of Article IX, immediately thereafter issued for the benefit of the Participant.

VI. DESIGNATION OF BENEFICIARY

A Participant may designate one or more beneficiaries to receive payments or shares of Stock in the event of his/her death. A designation of beneficiary shall apply to a specified percentage of a Participant's entire interest in the Plan. Such designation, or any change therein, must be in writing and shall be effective upon receipt by the Company (attn: Director of Business Operations). If there is no effective designation of beneficiary, or if no beneficiary survives the Participant, the Participant's estate shall be deemed to be the beneficiary.

VII. SHARES AVAILABLE; MAXIMUM NUMBER OF RSUs; ADJUSTMENTS

A. Shares Issuable. The aggregate maximum number of shares of Stock available for issuance under the Plan shall be 300,000. For purposes of this limitation, the shares of Stock underlying any RSUs that are canceled shall be added back to the shares of Stock available for issuance under the Plan.

B. Adjustments. In the event of a stock dividend, stock split or similar change in capitalization affecting the Stock, the Committee shall make appropriate adjustments in (i) the number and kind of shares of Stock or securities with respect to which RSUs shall thereafter be granted; (ii) the number of and kind of shares remaining subject to outstanding RSUs; (iii) the number of RSUs credited to each Participant's account; and (iv) the method of determining the value of RSUs. In the event of any proposed merger, consolidation, sale, dissolution or liquidation of the Company, all non-vested RSUs shall become fully vested upon the effective date of such merger, consolidation, sale dissolution or liquidation and the Committee in its sole discretion may, as to any outstanding RSUs, make such substitution or adjustment in the aggregate number of shares available for issuance under the Plan and the number of shares subject to such RSUs as it may determine on an equitable basis and as may be permitted by the terms of such transaction, or terminate such RSUs upon such terms and conditions as it shall provide. In the case of the termination of any vested RSU, the Committee shall provide payment or other consideration that the Committee deems equitable in the circumstances.

VIII. AMENDMENT OR TERMINATION OF PLAN

The Company reserves the right to amend or terminate the Plan at any time, by action of its Board of Directors, provided that no such action shall adversely affect a Participant's rights under the Plan with respect to RSUs awarded and vested before the date of such action, and provided further, that Plan amendments shall be subject to approval by the Company's shareholders to the extent required by the Act to ensure that awards are exempt under Rule 16b-3 promulgated under the ACT.

IX. MISCELLANEOUS PROVISIONS

A. No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring shares of Stock under the Plan to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof. No shares of Stock shall be issued until all applicable securities law and other legal and stock exchange requirements have been satisfied. The Committee may require the placing of such stop orders and restrictive legends on certificates for Stock as it deems appropriate.

B. Withholding. Participation in the Plan is subject to any required tax withholding on wages or other income of the Participant in connection with the Plan. Each Participant agrees, by entering the Plan, that the Company shall have the right to deduct any such taxes, in its sole discretion, from any amount payable to the Participant under the Plan or from any payment of any kind otherwise due to the

Participant. Participants who wish to avoid the withholding of shares of Stock otherwise issuable to them under the Plan should arrange with the Company to pay the amount of taxes required to be withheld in advance of the settlement date.

C. Notices; Delivery of Stock Certificates. Any notice required or permitted to be given by the Company or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Participant at the last address shown for the Participant on the records of the Company. Delivery of stock certificates to persons entitled to receive them under the Plan shall be deemed effected for all purposes when the Company or a share transfer agent of the Company shall have deposited such certificates in the United States mail, addressed to such person at his/her last known address on file with the Company.

D. Nontransferability of Rights. During a Participant's lifetime, any payment or issuance of shares under the Plan shall be made only to him/her. No RSU or other interest under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt by a Participant or any beneficiary under the Plan to do so shall be void. No interest under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of a Participant or beneficiary entitled thereto.

E. Company's Obligations To Be Unfunded and Unsecured. The Plan shall at all times be entirely unfunded, and no provision shall at any time be made with respect to segregating assets of the Company (including Stock) for payment of any amounts or issuance of any shares of Stock hereunder. No Participant or other person shall have any interest in any particular assets of the Company (including Stock) by reason of the right to receive payment under the Plan, and any Participant or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

F. Governing Law. The terms of the Plan shall be governed, construed, administered and regulated in accordance with the laws of the State of Delaware. In the event any provision of this Plan shall be determined to be illegal or invalid for any reason, the other provisions shall continue in full force and effect as if such illegal or invalid provision had never been included herein.

G. Effective Date of Plan. The Plan shall become effective as of the date of its approval by the holders of a majority of the shares of the Company's Class A Common Stock, voting as a single class, present or represented and entitled to vote at a meeting of the shareholders.

March 26, 2003

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

I am Executive Vice President, General Counsel and Secretary of CACI International Inc (the "Company").

This opinion is being furnished in connection with the registration on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended of 875,000 shares of the Company's Class A Common Stock (the "Common Stock") which may be offered and sold under the CACI 2002 Employee Stock Purchase Plan, the CACI 2002 Director Stock Purchase Plan, and the CACI 2002 Management Stock Purchase Plan (collectively, the "Plans").

I am of the opinion that if, as and when the shares of Common Stock are issued and sold and consideration therefor is received pursuant to the provisions of the Plans and in accordance with the Registration Statement, such shares will be duly authorized, legally issued, fully paid and non-assessable.

I consent to the filing of the opinion letter as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Jeffrey P. Elefante

Jeffrey P. Elefante

Executive Vice President

General Counsel and Secretary

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this registration statement on Form S-8 of CACI International Inc and subsidiaries of our report dated August 13, 2002, appearing in the Annual Report on Form 10-K of CACI International Inc for the year ended June 30, 2002.

/ s / D ELOITTE & T OUCHE LLP

McLean, Virginia
March 25, 2003