Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions. (see General Instruction A.2.)

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
On March 15, 2005, the Compensation Committee (the “Compensation Committee”) of the Board of Directors (the “Board”) of ManTech International Corporation, Inc. (the “Company”) approved the following actions with regard to the compensation of the Company’s named executive officers:

- **2005 Base Salary Increases.** On March 15, 2005, the Compensation Committee approved increases to the base salaries of our named executive officers, effective as of April 1, 2005. The new base salaries for the named executive officers are as follows: Robert A. Coleman, our President ($600,000); Ronald R. Spoehel, our Executive Vice President and Chief Financial Officer ($400,000); Joseph R. Fox, subsidiary president ($265,000); Eugene C. Renzi, subsidiary president ($630,000); and Kurt Snapper, subsidiary president ($412,000). George J. Pedersen, our Chairman and Chief Executive Officer, requested that his base salary not be increased for 2005. The Compensation Committee agreed to keep Mr. Pedersen’s annual base salary at $1,200,000 for 2005.

- **Adoption of 2005 Incentive Compensation Plan.** On March 15, 2005, the Compensation Committee adopted the 2005 Incentive Compensation Plan (the “2005 Plan”). Eligible 2005 Plan participants include our CEO, President, CFO and the presidents of our principal business units, as well as certain other key members of senior management identified by our CEO and our President.

A copy of the 2005 Plan is attached as Exhibit 10.1 to this Current Report on Form 8-K.

- **Annual Incentive Compensation to Be Earned in 2005.** On March 15, 2005, the Compensation Committee approved individual term sheets relating to the 2005 Plan for each of our named executive officers (each a “2005 Plan Term Sheet”). Each 2005 Plan Term Sheet sets forth for the named executive officer his performance goals, the relative weighting of each goal, a Target Award amount and other factors upon which the calculation of his 2005 incentive compensation, if any, will be based. The Target Award is expressed as a percent of salary, and is based upon achieving 100% of the named executive officer’s performance goals.

For our CEO, President and CFO, performance goals generally include measures of the Company’s financial performance for 2005 (including earnings, revenue, days sales outstanding, bookings and levels of unbilled receivables), as well as other individual goals that vary depending on the particular named executive officer.

For our named executive officers who are subsidiary and division presidents, performance goals generally include measures of the 2005 financial performance of the individual business units for which the subsidiary and division president is responsible (including earnings, revenue, days sales outstanding, bookings and levels of unbilled receivables), measures of the Company’s financial performance for 2005, and certain other individual goals that vary depending on the particular named executive officer.

A copy of a form of 2005 Plan Term Sheet is attached as Exhibit 10.2 to this Current Report on Form 8-K.

### Item 9.01 Financial Statements and Exhibits.

(c) Exhibits. The following exhibits are filed with this Report:

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Exhibit Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>ManTech International Corporation 2005 Incentive Compensation Plan</td>
</tr>
<tr>
<td>10.2</td>
<td>Form of Term Sheet for 2005 Incentive Compensation Plan</td>
</tr>
</tbody>
</table>
SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

MANTECH INTERNATIONAL CORPORATION

Date: March 21, 2005

/s/ George J. Pedersen
George J. Pedersen
Chairman of the Board
and Chief Executive Officer
1.0 OVERVIEW

ManTech International Corporation and its subsidiaries (the “Company”) has established this 2005 Incentive Compensation Plan (this “Plan”) to help attract, retain and motivate our executives to achieve certain pre-established goals and objectives. Incentive compensation is an integral part of the Company’s compensation strategy. This Plan sets forth a uniform, systematic, and measurable process for determining incentive compensation. The goal-setting process contained in this Plan helps mutually supportive executives focus on achieving the overall business strategy and mission of the Company. The Compensation Committee of the ManTech International Corporation Board of Directors (the “Compensation Committee”) has ultimate authority over the implementation and interpretation of this Plan, and as such, this Plan is compatible with the Compensation Committee’s Executive Compensation Philosophy.

2.0 PLAN PARTICIPANTS

All executive officers of the Company, including the CEO, President, CFO and the presidents of the Company’s principal business units (the “Subsidiary and Division Presidents”), as well as certain other key members of senior management identified by the CEO and President, are eligible to participate in this Plan (together, the “Participants”).

3.0 POLICY

For each Plan Participant, a set of goals (which shall include business unit goals, company goals, and other participant goals, as appropriate) shall be established, reviewed and memorialized according to the process set forth below (the “Participant Goals”). All Participant Goals shall be specific, measurable, realistic, and quantitative to the extent practical. The goal-setting process shall be accomplished in accordance with a time schedule established by the Compensation Committee, CEO and President.

In the case of the Subsidiary and Division Presidents, the Participant Goals shall include both goals relating to the performance of the applicable business unit (“Business Unit Goals”) and financial performance goals established for the Company as a whole (“Company Goals”). The Business Unit Goals will be comprised of both financial and non-financial goals.

In the case of all other Participants, the Participant Goals shall be comprised of Company Goals and any other non-financial performance goals that are deemed appropriate for the Participant (collectively, the “Other Participant Goals”).

Participant Goals for each Participant shall be set forth in a separate agreement or term sheet (each a “Plan Agreement”). Each Plan Agreement shall also set forth the weights for the various Participant Goals, a Target Award amount, and other factors to be used in the Scoring Process (as defined below).

After the end of the fiscal year, Participant Goals will be measured against actual results to determine whether and to what extent incentive compensation has been earned under this Plan for each Participant. This process is referred to in this Plan as the “Scoring Process.”

3.1 Guidance for Goal-Setting Process

- The Company Goals will be established by the CEO, with input from the President, the CFO and the Board of Directors.

- Business Unit Goals will be initially established by consultation of the President with each respective Subsidiary and Division President. The Business Unit Goals will then be reviewed for approval by the CEO.

- Other Participant Goals for Participants other than the Subsidiary and Division Presidents will be established by consultation of the CEO and/or President (as appropriate) with such Participant.

- For the Subsidiary and Division Presidents, weighting of the Participant Goals will be established by consultation of the President with each respective Subsidiary and Division President. The Participant Goal weightings will then be reviewed for approval by the CEO.

- For Participants other than the Subsidiary and Division Presidents, weighting of the Participant Goals will be established by consultation of the CEO and/or President (as appropriate) with each respective Participant.

- The Chairman of the Compensation Committee will establish all Participant Goals and weightings for the CEO.

- All Participant Goals and weightings will be subject to the final review, modification and approval by the Compensation Committee. With respect to any non-executive officer Participant, the Compensation Committee may delegate this function to the CEO and/or President.

3.2 Performance Criteria for Goals

- Business Unit Goals
  - Financial (same categories as Company Goals below)
• Non-Financial (may include, but are not limited to)
  o Staff Retention %
  o Forecast Accuracy - Rolling Quarter Forecast accuracy
  o Succession Planning
  o Technology and Intellectual Property Development
  o Special Recognition by the Customers (i.e. NASA George M. Lowe Award)
  o Intellectual Property Sales

• **Company Goals**
  • Revenue
  • EBIT %
  • Days Sales Outstanding (DSOs)
  • Bookings
  • Unbilled Receivables - Reduce unbilled receivables/reduction of risk

• **Other Participant Goals**
  • Defined per Participant

### 3.3 Target Awards

• Each Participant shall have a predetermined Target Award expressed as a percentage of his or her year end base salary. The Target Award shall be an amount of incentive compensation that the Participant will earn if 100% of the Participant Goals are achieved.

• The maximum total incentive compensation amount payable pursuant to any Plan Agreement shall be 150% of the Participant’s Target Award.

• Target Award levels will be stated as a percentage of total base salary, as approved by the Compensation Committee.

### 3.4 Guidance for Scoring Process

• **Overview**: Actual results for the year will be prepared and then compared to the Participant Goals. The resulting scores will be expressed numerically (including weights where assigned).

• **Defined Terms**: This Section 3.4 uses the following terms (which terms also operate in the Participants' Plan Agreements).

  • **Target Award** — amount of incentive compensation that the Participant will earn if 100% of the Participant Goals are achieved.

  • **Factor** — the percentage assigned to each goal. The factors shall total 100% for all goals.

  • **Business Unit Performance Score** – the multiplication of the factor assigned to each Business Unit Goal times the percentage achieved for each such goal, totaling the resulting products.

  • **Company Performance Score** – the multiplication of the factor assigned to each Company Goal times the percentage achieved for each such goal, totaling the resulting products.

  • **Other Participant Goal Performance Score** – the multiplication of the factor assigned to each Other Participant Goal times the percentage achieved for each such goal, totaling the resulting products.

  • **Award Percentage** – the percentage of the Participant’s salary that is earned (prior to adjustment), based upon the business unit performance score for the Business Unit Goals or the other participant goal performance score for the Other Participant Goals, as the case may be. The Award Percentage is derived from a conversion formula contained in the Participant’s Plan Agreement.

• **Scoring Process for Division Presidents**:

  • Scores for the achievement of Business Unit Goals and Company Goals will be determined. These scores will be expressed as a percentage.

  • If the performance score for either the Business Unit Goals or Company Goals is less than 85%, then no bonus under this Plan will be paid to the Participant.
If the performance score for each of the Business Unit Goals and Company Goals is equal to or greater than 85%, then the business unit performance score will (i) be converted to the award percentage, and then (ii) be adjusted by a company performance score, based on the Company’s actual results for the year, and yield a “Final Score” (all as detailed in the individual Participant’s Plan Agreement).

The Final Score will then be converted to the incentive bonus payment amount earned by the Participant by multiplying the Final Score times the Participant’s base salary.

Scoring Process for Other Participants:

- Scores for the achievement of the Other Participant Goals will be determined. These scores will be expressed as a percentage.
  - If the company performance score is less than 85%, then no bonus under this Plan will be paid to the Participant.
  - If the company performance score is equal to or greater than 85%, then the other participant goal performance score will be converted to the award percentage and result in a Final Score (all as detailed in the individual Participant’s Plan Agreement).

The Final Score will then be converted to the incentive bonus payment amount earned by the Participant by multiplying the Final Score times the Participant’s base salary.

Final Compensation Committee Review: The Compensation Committee will review the resulting incentive bonus payment amount for each Participant. The Compensation Committee has the authority to override or adjust the incentive bonus payment amount due any Participant if in its good faith judgment it deems an extraordinary reason exists, such as a significant achievement, a special contribution to the Company’s success, or the occurrence of an extraordinary corporate event. No incentive bonus payment amount for any executive officer shall be paid out until formally approved by the Compensation Committee.

Scoring Process Calculations – Example: For demonstrative purposes only, an example worksheet showing scoring process calculations for a fictitious Subsidiary and Division President is attached to this Plan as Exhibit A.

4.0 AUTHORIZATION

The Compensation Committee has authorized the development of this Plan and, with the assistance of the CEO and President, shall oversee the consistent and equitable implementation of the provisions of this Plan and the individual Participant’s Plan Agreements. The Company’s compensation department will support the administration of the Plan, as directed by the Compensation Committee.
The Compensation Committee of the Board of Directors (the “Committee”) has determined that you are eligible to participate in the Company’s 2005 Incentive Compensation Plan (the “Plan”). Your participation shall be subject to the terms and conditions of this Term Sheet and of the Plan. A copy of the Plan is attached to this Term Sheet. All capitalized terms in this Term Sheet have the meanings ascribed to them in the Plan.

Target Award. The Committee has established a Target Award for you of [x]% of your base salary. The Target Award is the amount of incentive compensation that you will earn if 100% of your Participant Goals are achieved.

Calculation of Incentive Compensation. A calculation worksheet is attached to this Term Sheet as Exhibit A. Also included on the calculation worksheet are your Participant Goals and weighting factors, as approved by the Committee. [The amount of incentive compensation you earn, if any, will be determined by converting the Business Unit Performance Score to an Award Percentage using the conversion table included on Exhibit A. The Award Percentage will then be adjusted by the Company Performance Score, resulting in a Final Score.] (for subsidiary and business unit presidents) OR [The amount of incentive compensation you earn, if any, will be determined by converting your Other Participant Goal Performance Score to an Award Percentage using the conversion table included on Exhibit A, resulting in a Final Score] (for corporate based participants). The Final Score will then be multiplied by your base salary to yield the incentive bonus payment earned hereunder.

- If the Company Performance Score does not meet or exceed 85%, then no incentive compensation will be paid hereunder.
- The maximum total incentive compensation that you can earn hereunder is an amount equal to 150% of your Target Award.
- Any bonus earned will be paid in accordance with the provisions of the Plan and the Company’s practices, in a lump sum cash payment after the financial results for 2005 have been finally determined.

Unless the Committee, in its discretion, determines otherwise, your rights to receive the bonus will be forfeited if you are not still an employee of the Company on December 31, 2005. Consistent with the terms of the Plan, the Committee may adjust the bonus payment amount if it deems an extraordinary reason exists. Notwithstanding anything else herein, no incentive compensation earned hereunder shall be paid until formally approved by the Committee. The Company will withhold an appropriate amount from the bonus for the payment of all applicable withholding taxes.

By: ____________________________
Title: ____________________________