

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

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

STMicroelectronics N.V.
(Exact name of Registrant as specified in its charter)

The Netherlands
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification Number)

39, Champ du Chemin des Filles
1228 Plan-Les-Ouates
Geneva, Switzerland
(Address of Registrant's principal executive offices)

2001 STOCK OPTION PLAN
STOCK OPTION PLAN FOR SUPERVISORY BOARD MEMBERS AND
PROFESSIONALS OF THE SUPERVISORY BOARD
(Full title of the plans)

Richard Pieranunzi
STMicroelectronics Inc.
1310 Electronics Drive
Carrollton, TX 75006-5039
(972) 466-6000
(Name, address and telephone number of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Security	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Shares, nominal value (euro) 1.04 per share	30,892,500 (1)	\$27.55	\$851,127,000.80	\$68,856.18 (2)

(1) Includes 30,000,000 Common Shares under our 2001 Stock Option Plan (the "Option Plan") and 892,500 Common Shares under our Stock Option Plan for Supervisory Board Members and Professionals of the Supervisory Board (the "Supervisory Board Plan"). Pursuant to Rule 416(c) under the Securities Act of 1933 (the "Securities Act") there is also being registered such number of additional shares that may become available for purchase pursuant to the Option Plan and the Supervisory Board Plan in the event of certain changes in the outstanding Common Shares, including reorganizations, mergers, recapitalizations, restructurings, stock dividends, stock splits, reverse stock splits and reclassifications.

(2) The filing fee is calculated as follows: (i) as to 30,000,000 Common Shares under the Option Plan subject to previously awarded stock options (net of cancellations) and 240,000 Common Shares under the Supervisory Board Plan subject to previously awarded stock options (net of cancellations), based on the weighted per share exercise price of such stock options; and (ii) as to 652,500 Common Shares under the Supervisory Board Plan available for future awards of stock options, estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) and 457(c) under the Securities Act, based upon the average of the high and low prices for the Common Shares reported on the New York Stock Exchange on October 1, 2003.

Part I

INFORMATION REQUIRED IN THE SECTION 10 (a) PROSPECTUS

The information required by Item 1 and Item 2 of Part I of Form S-8 is omitted from this filing in accordance with Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the plan covered by this Registration Statement as required by Rule 428(b)(1).

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

We incorporate by reference our Annual Report on Form 20-F for the fiscal year ended December 31, 2002 (File No. 1-13546) (our "Annual Report"), filed on March 14, 2003 with the Securities and Exchange Commission (the

"Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), our Reports on Form 6-K dated May 15 and July 31, 2003, and the description of our Common Shares contained in Item 10 of our Annual Report.

All documents that we subsequently file with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold, or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and are a part thereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which is incorporated by reference herein 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 of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Our articles of association provide that we shall indemnify any member of the supervisory board or managing board and our officers and agents against all expenses and liabilities resulting from (i) any civil or administrative action, suit or proceeding, provided that the actions on the part of the person were made in good faith and in a manner reasonably believed to be in or not opposed to our best interests, (ii) any criminal action or proceeding, if such person had no reasonable cause to believe his or her conduct was unlawful or out of his or her mandate and the actions on the part of such person were in good faith and in a manner reasonably believed to be in, or not opposed to our best interests and (iii) any action or proceeding by or in the right of STMicroelectronics N.V. to procure a judgment in our favor, if such person acted in good faith and in a manner reasonably believed to be in or not opposed to our best interests and except that no indemnification shall be made if such person is adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to STMicroelectronics N.V., unless and to the extent that a court determines that such person is fairly and reasonably entitled to indemnification. Unless ordered by a court, such indemnification shall only be made upon a determination by the supervisory board or a general meeting of shareholders or in certain instances by independent legal counsel in a written legal opinion that indemnification is proper under the circumstances because such person has satisfied the applicable standard of conduct. We may also purchase and maintain insurance policies under which such individuals would be insured against liabilities resulting from their conduct when acting in their capacities on our behalf.

In addition, Article 25.2.c of our articles of association provides that our general meeting of shareholders shall deal with, inter alia, the "granting of discharge to the members of the Managing Board for their management during the past financial year and the members of the Supervisory Board for their supervision of such management." Under Dutch law, the adoption of the annual accounts and the discharge from liability shall be dealt with in two separate items of the ordinary general meeting of shareholders' agenda and two separate resolutions. Under Dutch law, this discharge is not absolute and would not be effective as to any matters not disclosed to the shareholders.

Any of our past, present or future directors or officers and the current members of supervisory board are covered pursuant to the terms, conditions and limits provided by an insurance policy indemnifying against certain liabilities, including certain liabilities arising under the Securities Act, that might be incurred by them in such capacities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No. -----	Description of Document -----
4.1	Articles of Association of STMicroelectronics N.V. (English translation) (incorporated by reference to the Annual Report on Form 20-F for the year ended December 31, 2001 (File No. 1-13546), filed with the Commission on May 24, 2002).
4.2	STMicroelectronics N.V. 2001 Stock Option Plan.
4.3	STMicroelectronics N.V. Stock Option Plan for Supervisory Board Members and Professionals of the Supervisory Board (incorporated by reference to the Annual Report on Form 20-F for the year ended December 31, 2002 (File No. 1-13546), filed with the Commission on March 14, 2003).
5	Opinion of De Brauw Blackstone Westbroek as to the validity of the Common Shares to be issued pursuant to the STMicroelectronics N.V. 2001 Stock Option Plan and the STMicroelectronics N.V. Stock Option Plan for Supervisory Board Members and Professionals of the Supervisory Board.
23.1	Consent of PricewaterhouseCoopers Accountants N.V.
23.2	Consent of De Brauw Blackstone Westbroek (included in its opinion filed as Exhibit 5).
24	Power of Attorney (included in the signature page).

Item 9. Undertakings.

(a) We undertake:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, 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 this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in aggregate,

represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that the undertakings set forth in paragraphs (a) (1) (i) and (a) (1) (ii) above 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 us 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 a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) We further undertake that, for purposes of determining any liability under the Securities Act, each filing of our annual report pursuant to Section 13(a) or 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 that 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 our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than for our payment of expenses incurred or paid by one of our directors, officers or controlling persons 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, then, unless in the opinion of our counsel the matter has been settled by controlling precedent, we will submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, STMicroelectronics N.V. 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 Geneva, Switzerland on October __, 2003.

STMICROELECTRONICS N.V.

By: /s/ Pasquale Pistorio

Name: Pasquale Pistorio
Title: President and Chief Executive
Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Pasquale Pistorio and Carlo Ferro, either of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him, and in his name, place and stead, in any and all capacities to sign any and all further amendments (including post-effective amendments) and supplements to this Registration Statement, or any abbreviated Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the 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 requisite and necessary to be done in and about the premises, 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 their or his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the indicated capacities on October __, 2003.

Name and Signature -----	Title -----
/s/ Pasquale Pistorio ----- Pasquale Pistorio	President and Chief Executive Officer (Principal Executive Officer)
/s/ Carlo Ferro ----- Carlo Ferro	Corporate Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Bruno Steve ----- Bruno Steve	Chairman of the Supervisory Board
/s/ Tom de Waard ----- Tom de Waard	Member of the Supervisory Board
/s/ Remy Dullieux ----- Remy Dullieux	Member of the Supervisory Board
/s/ Douglas Dunn ----- Douglas Dunn	Member of the Supervisory Board

Name and Signature

Title

/s/ Riccardo Gallo

Riccardo Gallo

Member of the Supervisory Board

/s/ Francis Gavois

Francis Gavois

Member of the Supervisory Board

/s/ Alessandro Ovi

Alessandro Ovi

Member of the Supervisory Board

/s/ Robert M. White

Robert M. White

Member of the Supervisory Board

Authorized Representative in the United States:

/s/ Richard Peranunzi

Richard Pieranunzi

EXHIBIT INDEX

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STMICROELECTRONICS N.V.
2001 STOCK OPTION PLAN

1 Purpose

The STMicroelectronics N.V. 2001 Stock Option Plan (the "Plan") which succeeds the 1995 Stock Option Plan, is intended to provide an additional incentive to directors, managers and selected persons having an Employment Agreement with STMicroelectronics N.V., a company incorporated in the Netherlands (the "Company") or its Subsidiaries (the "Eligible Employees"), to remain with the Company and its Subsidiaries, and to increase their efforts for the success of the Company. For this purpose the Company will grant stock options (the "Options") to purchase shares of the Company (the "Shares") thereby offering the aforementioned eligible employees an opportunity to obtain or increase their proprietary interest in the Company. The Options shall be granted in accordance with the objectives fixed by the Supervisory Board and subject to the evaluation of the achievement of such objectives. Consistent with these objectives, the Plan authorizes the granting of Options, in various instalments over a five year period expiring at the annual general meeting approving the accounts for financial year 2005 and pursuant to the terms and conditions hereinafter set forth.

2 Administration of the Plan

- a) Members of the Committee - The plan shall be administered in accordance with the present terms and conditions by a committee (the "Committee") of the Supervisory Board of the Company (the "Supervisory Board") comprised of the Chairman and the Vice Chairman of the Supervisory Board, as well as at least one member of the Supervisory Board appointed by the Supervisory Board. The Committee shall avail itself, with the support of the Company which shall bear the relevant financial cost, of any legal, tax and accounting advice that the Committee should consider necessary or useful for the implementation of its mandate.
- b) Authority of the Committee - The Committee will administer the Plan on behalf of the Supervisory Board in accordance with resolutions of the Supervisory Board. Options will be granted by the Committee after considering the recommendations of the Managing Board of the Company. All questions of interpretation, administration and application of the Plan shall be determined by the Committee, except that the Committee may authorize any one of its members to execute and deliver documents on behalf of the Committee. Except where this Plan otherwise provides for the specific authority of the Supervisory Board, the determination of the Committee shall be final and binding in all matters relating to the administration of the Plan. The Committee will report to the Supervisory Board after each of its Committee Meetings, and at least once a year. No member of the Committee shall be liable for any act done or omitted to be done by such member or by any other member of the Committee in connection with the Plan, except for such member's own wilful misconduct or as expressly provided by statute.

3 Stock Reserved for the Plan

Subject to any adjustment in accordance with the provisions of Section 10, the number of Shares available for Options awarded under the Plan shall not exceed 60 million Shares. Shares made available under the Plan will be either newly issued shares, or if the Supervisory Board and the Managing Board so decide, shares repurchased by the Company.

4 Grant of Options

- a) Options may be granted to Eligible Employees (including those who are members of the Managing Board) of the Company or any Subsidiary of the Company. The Committee shall on behalf of the Supervisory Board, have the authority, which it shall exercise after taking into consideration the recommendations of the Managing Board and in accordance with the rules defined by the Supervisory Board, to select from time to time those individuals to whom Options may be granted (hereinafter referred to as an "Optionee") and to determine the number of Options granted to each such Optionee. All Optionees shall be bound by the terms of this Plan. No Optionee shall be granted in any fiscal year of the Company, options to purchase more than 500'000 shares with a nominal value of Euro 1.04 each.
- b) Windows of grant - Options may be granted on a yearly basis at any time except during a period following the end of a financial quarter until publication of corresponding results of the Company's quarterly and annual financial statements, as well as immediately prior to any event reasonably expected to have a material effect on the Company's situation.
- c) Annual Grant - Unless otherwise decided by the Supervisory Board and subject to sub-paragraph b) above, Options shall be granted to eligible employees of the Company and its Subsidiaries, once each calendar year, on the second business day following the annual general meeting of the Company.

5 Agreement to Reflect Terms of Grant

- a) The terms and conditions of each grant of Options shall be embodied in a written agreement between the Company and the Optionee or a written award certificate delivered by the Company to the Optionee (in either

case, the "Stock Option Agreement"), which shall contain the price and other terms and conditions consistent with those set forth in Section 6 hereof and shall state the date of the Option grant and the number of Shares covered by said Option.

- b) The Stock Option Agreement shall be signed on behalf of the Company by the President of the Supervisory board, or by all members of the Compensation Committee, or by a duly appointed representative of such Committee.

a) Option price - Each Stock Option Agreement shall state the subscription price, of each Share subject to an option (the "Option price"). The Option Price shall be equal to the price of the Shares of Company at close of the NYSE on the day of the grant but in no event lower than the nominal value of the Share in Euros, or the equivalent currency valid in the Netherlands at the day of payment of the Share subject to the Option.

b) Vesting

(i) Each Stock Option Agreement shall state the time or times as of which the Option shall vest and become exercisable in whole or in increments. Options shall vest and become exercisable as determined in Appendix 1 hereto, which may be modified from time to time by the Committee with the approval of the Supervisory Board. An Option, to the extent vested and exercisable, is sometimes referred to herein as a "Vested Option".

(ii) If an Optionee's employment with the Company and its

subsidiaries terminates by reason of death (pursuant to section d)

(iii) below), the Optionee shall be 100 % vested in all Options

granted to the Optionee prior to such termination of employment.

The same rules will apply in case of death of the Optionee after

retirement pursuant to d) (ii) below.

c) Restriction on Transfer - Options granted hereunder shall not be transferable by the Optionee otherwise than by will or the laws of descent and distribution, and shall be exercisable during the Optionee's lifetime only by the Optionee unless otherwise provided by applicable laws (ie. in the event of divorce). The Shares resulting from the exercise of Options may only be sold on a market where the Shares of the Company are traded.

d) Termination of Employment

(i) In General. Upon termination of an Optionee's employment agreement with the Company or its subsidiaries, other than pursuant to Optionee's Death or Retirement, the Optionee may exercise within 90 days from such termination, all his or her Options which have vested prior to the effective date of such termination (provided that such Vested Options have not expired, pursuant to the expiration of the term of such Option as set forth in the Stock Option Agreement).

If, on the date of such employment termination, the Optionee is not entitled to exercise all Options granted to such Optionee, the Shares covered by the unexercisable Options shall revert to the Plan. If, after termination of his employment, the Optionee does not exercise all his or her Vested Options within 90 days, such Options shall terminate and the Shares covered by such unexercised Options shall also revert to the Plan.

(ii) Retirement of Optionee. In the event of termination of an Optionee's employment agreement with the Company or its subsidiaries pursuant to his or her Retirement, such Optionee's Options shall continue to vest, continue to become exercisable, and may be exercised during such period of time as provided in the Option Agreement (but in no event may the Option be exercised after the expiration date of such Options as set forth in the Stock Option Agreement). If, at the end of such period of time, the Optionee has not exercised all his or her Options, the Shares covered by such unexercised Options shall revert to the Plan.

(iii) Death of Optionee. Upon the death during the term of an Option of an Optionee who is, at the time of his or her death, an Employee of the Company, the Option may be exercised by the Optionee's estate or by a person who acquired the right to exercise the Option by request or inheritance, at any time within twelve (12) months following the date of death, but in no event later than the expiration of the term of such Options as set forth in the Stock Option Agreement. If such Options are not exercised within the aforementioned periods, the Options shall terminate and the Shares covered by such unexercised Options shall revert to the Plan.

e) Duration of Options - Unless the Supervisory Board determines upon proposal of the Committee to establish a shorter period at the time of grant, each Option shall be effective for a period of (ten) 10 years from the date of grant.

f) Additional restrictions - Each Option granted hereunder shall be subject to such additional terms and conditions not inconsistent with this Plan as may be prescribed by the Supervisory Board upon proposal of the Committee and set forth in the applicable Stock Option Agreement.

g) Windows of exercise and sale - The exercise of Stock Options shall be subject to:

- (a) Rules which may be set forth from time to time by the Supervisory Board,
- (b) The Company's Standard Operating Policy on trading in ST Shares,
- (c) The applicable rules and regulations in the markets where the Company's Shares are traded, and
- (d) The Dutch rules on Insider Trading applicable to Dutch residents.

7 Subscription and resale of Shares

a) Notice - Subject to the conditions set forth in section 6,7(b) and 8, an Optionee may exercise all or any portion of a Vested Option by giving written notice to the Company. The date of exercise of the Option with respect to the Shares specified in the notice shall be the date on which both (i) the Company has received the notice and (ii) the conditions provided for in Section 7(b) and 8 have been satisfied.

- b) Payment and Other Conditions - The subscription price of the Shares for which a Vested Option is being exercised, shall be paid to the Company at the time of exercise, in cash (including by check denominated either in US dollars, in Euros or in such currency designated in the relevant Stock Option Agreement). According to rules and procedures established by the Company or its Subsidiary which employs the Optionee, the Optionee who wishes to immediately resell the Shares resulting from the exercise of his or her Options, may be permitted to make a so-called "cashless" exercise of Vested Options with a bank or any financial institution designated by the Company, notwithstanding the minimal payment on the Shares referred to in Section 6(a).
- c) Issuance or transfer of Shares - Upon receipt of payment and satisfaction of the conditions of Section 7(b) and 8 hereof, the Company shall cause the custodian (the "Custodian") of the Company's Shares to issue or transfer the Shares in respect of which the Option shall have been exercised. Upon and in accordance with the Optionee's instructions, the Company shall cause the Custodian to register in the name of the Optionee such Shares on a share register maintained on behalf of the Company.
- d) Resale of Shares - The Company or its subsidiaries may from time to time in accordance with local requirements applicable to the Company or its Subsidiaries require Optionees to declare to his employer the resale of Shares resulting from the exercise of Stock Options.

8 Compliance with Applicable Law

If at any time the Company's Chief legal counsel shall determine that the consent, registration or approval of any governmental regulatory body is necessary as a condition of, or in connection with the granting of any Option or the delivery or subscription of Shares pursuant to any Option, such Option may not be exercised in whole or in part, unless such consent or approval shall have been effected or obtained free of any conditions not acceptable by the Company, upon the recommendations of such legal counsel. Such counsel's recommendations in this connection may take into account laws or other restrictions applicable to an Optionee by reason of his nationality or residence.

9 No restriction on Right of the Company to effect corporate changes

The Plan and the Options granted hereunder, shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or other preference stocks whose rights are superior to or affect the Shares, or the rights thereof or which are convertible

into or exchangeable for Shares, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10 Effect of Certain Corporate Changes

In the event of issuance or repurchase of stock or securities convertible into or exchangeable for shares, grants of options, warrants or rights to purchase stock, a business combination, exchange or similar change affecting the Shares, the Committee may, after taking into consideration the legal, tax and accounting advice for involved countries which shall be obtained at the Company's expense, and, after obtaining Supervisory Board approval, make such equitable adjustments to the terms of the Plan or of outstanding Options (whether or not vested) which, in its sole discretion, it shall deem appropriate. Such adjustments, which shall be made in addition to all other adjustments required by law, pursuant to any of the abovementioned events, may include, among other things: (i) adjusting the aggregate number of Shares available for awards under the Plan, (ii) adjusting the Option Price applicable to any outstanding Options, (iii) adjusting the number of Shares (or such other security as is designated by the Supervisory Board) pertaining to any outstanding Options and (iv) making any other equitable adjustments or taking such other equitable action as the Supervisory Board shall deem appropriate. Without limiting the generality of the preceding sentence, Optionees shall not, unless the Supervisory Board shall determine otherwise, be entitled to any adjustment in the terms of their Options, or to any grants of additional Options, if the Company issues Shares, or any other security, for value. All adjustments or actions taken by the Committee with the approval of the Supervisory Board or by the Supervisory Board pursuant to this Section 10, shall be conclusive and binding for all purposes.

11 Definitions - As used in the Plan, the following terms have the meanings set forth below:

- a) "Employment Agreement" means an agreement or any other employment relationship whether or not evidenced by a written agreement (including "at will" employment") between an employee and the Company and/or its Subsidiaries which is not interrupted or terminated. Such Agreement shall not be considered interrupted in the case of (i) any leave or absence approved by the Company, its subsidiaries as well as any transfer between locations of the Company or between the Company, any subsidiary, or any successor. A leave of absence approved by the Company shall include sick leave, sabbatical leave, or any other personal leave approved by an authorized representative of the Company or its Subsidiaries.
- b) "Option" means an option to purchase Shares of the Company granted pursuant to this Plan.
- c) "Option Agreement" means the Stock Option agreement between the Company and an Optionee described in paragraph 5 above.
- d) "Optionee" means an Employee who has been granted an Option pursuant to paragraph 4

above. To the extent required in accordance with applicable legislation in the event of the death of an Optionee the term Optionee shall be construed to apply to the executors, the administrators, Designated Beneficiary (as defined below) or any other person or persons to whom an Option may be transferred by will or by the laws of descent and distribution or by reason of the death of the Optionee, the word "Optionee" shall be deemed to include such person or persons. As used herein, the term "Designated Beneficiary" shall mean the person or persons last designated as such by the Optionee as the person who shall have the right to exercise such Option after the Optionee's death on a form filed by the Optionee with the Committee in accordance with such procedures as the Committee shall establish. If no such person is designated, the Designated Beneficiary shall be the Optionee's estate.

- e) "Plan" means this 2001 Stock Option Plan
- f) "Retirement" means: the status of a former employee of the Company or its Subsidiary who benefits from the minimum pension rights in accordance with applicable laws, immediately following the termination of his employment agreement with Company or its Subsidiary.
- g) "Share" means a share of the Stock of the Company, as adjusted from time to time pursuant to Section 10 of this Plan.
- h) "Subsidiary" means an affiliate corporation, partnership, joint venture or other entity in which the Company holds a majority equity interest, which does not have its own stock option plan and in which, directly or indirectly, the Company alone or jointly holds more than one half of the voting rights at a general meeting, or can appoint or dismiss, alone or jointly with others, more than one half of the directors.

12 Miscellaneous

- (a) No Rights to Continued Employment - Neither the Plan or any action taken hereunder shall be construed as giving any eligible employee any right to be retained in the employment of the Company or any of its Subsidiaries.
- (b) Stockholder Rights - An Optionee shall have no rights as a stockholder with respect to any Shares covered by an Option until such Shares shall have been issued or transferred to such Optionee, and no adjustment shall be made for dividends or distributions or other rights in respect of any Shares for which the record date is prior to the date upon which the Optionee shall become the holder of record thereof.
- (c) Any and all tax burdens eventually charged worldwide to any Optionee shall remain at its sole account.
- (d) Inconsistency - With respect to any Options granted pursuant to the Plan, in the event of any conflict or inconsistency between the Plan and the Stock Option Agreement, the Plan shall govern and the Stock Option Agreement shall be interpreted to minimize or eliminate any conflict or inconsistency.
- (e) Information to Stockholders - The Supervisory Board will report at the end of each year or at the latest at the stockholder meeting approving the financial accounts, the number of options exercised during the last financial year and other informations required by laws or stock exchanges regulation.

13 Amendment

The Supervisory Board may at any time and from time to time alter, amend, suspend or terminate the Plan in whole or in part. No amendment or termination shall adversely affect any of the rights of any Optionee, without such Optionee's consent, under any Option already granted under the Plan.

14 Adoption Date

The Plan shall become effective as of April 25th, 2001 (the "Adoption Date") after the receipt of approval of the Plan by the Shareholders of the Company.

15 Headings

The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

16 Governing Law

This Plan and all rights hereunder shall be construed in accordance with and governed by the laws of the Netherlands.

This Plan has been adopted by the Supervisory Board as of March 12th, 2001.

Appendix 1

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VESTING SCHEDULE

Vesting of Stock Options as provided under Article 6 b) of the 2001 Stock Option Plan shall occur as follows:

- 32% of the Options granted shall vest two years following the date of grant,
- 32% of the Options granted shall vest three years following the date of grant,
- 36% of the Options granted shall vest four years following the date of grant.

[DE BRAUW]

STMicroelectronics N.V.
 WTC Schiphol Airport
 Schiphol Boulevard 265
 1118 BH Schiphol Airport
 The Netherlands

J.J.J. Schutte - advocaat

Amsterdam, 3 October 2003
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Dear Sirs,

STMicroelectronics N.V.
 SEC Registration
 of 30,892,500 common shares
 in the share capital of STMicroelectronics N.V.

1 Introduction

I have acted on behalf of De Brauw Blackstone Westbroek N.V. as Dutch legal adviser (advocaat) to STMicroelectronics N.V., with corporate seat in Amsterdam, (the "Company") in connection with the registration (the "Registration") by the Company with the United States Securities and Exchange Commission (the "SEC") of 30,892,500 common shares, each having a nominal value of EUR 1.04, in the Company's share capital, to be newly issued by the Company upon the exercise of rights to subscribe for shares in the Company's share capital (the "Options") granted under the Plans (as defined below) (the "Shares"). I have taken instructions solely from yourselves.

2 Dutch Law

This opinion is limited to Dutch law as applied by the Dutch courts and published and in effect on the date of this opinion. It is given on the basis that all matters relating to it will be governed by, and that it (including all terms used in it) will be construed in accordance with, Dutch law.

3 Scope of Inquiry; definitions

For the purpose of this opinion, I have examined the following documents:

- 3.1 A photocopy of a notarial copy of the Company's deed of incorporation, a photocopy of a notarial copy of the deed of the Company's transformation from a private company with limited liability into a limited liability company and the Company's articles of association as most recently amended on 13 June 2002 according to the trade register extract referred to in paragraph 3.2, all as filed with the chamber of commerce and industry for Amsterdam (the "Chamber of Commerce").
- 3.2 A faxed copy of a trade register extract regarding the Company provided by the Chamber of Commerce and dated 30 September 2003.
- 3.3 Prints of e-mailed copies of (i) the STMicroelectronics N.V. 2001 Stock Option Plan stated to have been adopted as of 12 March 2001 (the "2001 Plan") and (ii) the STMicroelectronics N.V. Stock Option Plan for Supervisory Board Members and Professionals of the Supervisory Board stated to have become effective as of 24 April 2002 (the "2002 Plan" and, together with the 2001 Plan, the "Plans" and each a "Plan").
- 3.4 Photocopies of the minutes of the Company's general meetings of shareholders held on 31 May 1999, 25 April 2001 and 27 March 2002, respectively, including resolutions to designate the Company's supervisory board (raad van commissarissen) as the corporate body authorised to resolve to grant rights to subscribe for shares in the Company's share capital up to the authorised share capital and to exclude all pre-emption rights (voorkeursrechten) in respect thereof (the "Delegations").
- 3.5 A photocopy, received by me on 19 May 2003, of an extract from the minutes (extrait du proces verbal) of the meeting of the Company's supervisory board held on 12 March 2001 including resolutions relating to the 2001 Plan.
- 3.6 Photocopies, received by me on 19 May 2003, of written resolutions of the Company's compensation committee and of the Company's supervisory board, respectively, each dated 14 March 2003, and each in respect of a grant of Options under the 2001 Plan (hereinafter collectively: the "2001 Plan Option Grant Resolutions").
- 3.7 A print of an e-mailed copy, received by me on 15 May 2003, of a form of a stock option agreement for the 2001 Plan.
- 3.8 A photocopy, received by me on 19 May 2003, of written resolutions of the Company's supervisory board, dated 24 April 2002, relating to the 2002 Plan.
- 3.9 Photocopies, received by me on 19 May 2003, of written resolutions of the Company's compensation committee and of the Company's supervisory board, respectively, each dated 14 March 2003, and each in respect of a grant of Options under the 2002 Plan (hereinafter collectively: the "2002 Plan

Option Grant Resolutions").

3.10 A print of an e-mailed copy, received by me on 15 May 2003, of a form of a stock option agreement for the 2002 Plan.

3.11 A print of an e-mailed copy, received by me on 26 September 2003, of a draft of a registration statement on Form S-8 relating to the Registration (excluding the documents incorporated in the registration statement by reference and any annexes to it) (the "Registration Statement").

In addition, I have obtained the following confirmations given by telephone on the date of this opinion:

3.12 Confirmation from the Chamber of Commerce that the trade register extract referred to in this paragraph 3 is up to date in all material respects.

3.13 Confirmation from the office of the bankruptcy division (faillissementsgriffie) of the Amsterdam district court that the Company is not registered as having been declared bankrupt or granted suspension of payments.

My examination has been limited to the text of the documents and I have not investigated the meaning and effect of any document governed by a law other than Dutch law under that other law.

4 Assumptions

For the purpose of this opinion, I have made the following assumptions:

4.1 All copies of documents conform to the originals and all originals are genuine and complete.

4.2 Each signature is the genuine signature of the individual concerned.

4.3 The minutes and extracts from minutes referred to in paragraph 3 are a true record of the proceedings described in them in duly convened, constituted and quorate meetings and the resolutions set out in those minutes and any other resolutions referred to in paragraph 3, (i) were validly passed and remain in full force and effect without modification, and (ii) comply with the requirements of reasonableness and fairness (redelijkheid en billijkheid) under Dutch law. Any confirmation referred to in paragraph 3 is true.

4.4 The Registration Statement has been or will have been filed with the SEC in the form referred to in paragraph 3.

4.5 The Plans have been adopted in the forms referred to in paragraph 3.

4.6 The Company's supervisory board will have adopted one or more further resolutions for the grant of options under the 2001 Plan similar, in all material respects, to the 2001 Plan Option Grant Resolutions (the "Further 2001 Plan Option Grant Resolutions") and/or one or more further resolutions for the grant of options under the 2002 Plan similar, in all material respects, to the 2002 Plan Option Grant Resolutions (the "Further 2002 Plan Option Grant Resolutions" and together with the Further 2001 Plan Option Grant

Resolutions, the "Further Option Grant Resolutions"). The Further Option Grant Resolutions (i) will have been validly passed or adopted and will remain in full force and effect without modification, and (ii) will comply with the requirements of reasonableness and fairness (redelijkheid en billijkheid) under Dutch law.

- 4.7 The Options granted under the 2001 Plan have been granted exclusively to employees of the Company and its group companies (within the meaning of Section 2:24b Civil Code (Burgerlijk Wetboek)).
- 4.8 The 2002 Plan Option Grant Resolutions and the Further 2002 Plan Option Grant Resolutions can be deemed to contain an exclusion of all pre-emption rights in respect of the Options granted thereby.
- 4.9 By means of the 2001 Plan Option Grant Resolutions, the 2002 Plan Option Grant Resolutions and the Further Option Grant Resolutions the Company will have granted Options for an aggregate of 30,892,500 Shares.
- 4.10 The Options granted and accepted under the 2001 Plan (the "2001 Options") have been or will have been granted and accepted in accordance with the provisions of the 2001 Plan. The Options granted and accepted under the 2002 Plan (the "2002 Options") have been or will have been granted and accepted in accordance with the provisions of the 2002 Plan.
- 4.11 All Shares issued and to be issued pursuant to the exercise of Options are newly issued Shares.
- 4.12 At the time of issue both the Company's authorised share capital (maatschappelijk kapitaal) and the relevant Delegation are sufficient to allow for the issue of the Shares.
- 4.13 The Shares will have been (i) issued in the form and manner prescribed by the Company's articles of association at the time of issue and (ii) validly accepted by the Option holders exercising their Options.
- 4.14 The nominal amount of the Shares and any agreed share premium will have been validly paid.
- 4.15 The Options will have been granted by the Company and accepted and exercised by the Option grantees, and the Shares will have been issued by the Company and accepted by the exercising holders of Options, in accordance with all applicable laws (including, for the avoidance of doubt, Dutch law and including, without limitation, that the Options are offered within a closed circle (besloten kring) to the Company's or its group companies' (within the meaning of Section 2:24b Civil Code (Burgerlijk Wetboek)) employees or to non-residents of the Netherlands in compliance with the requirements of section 3 of the Exemption Regulation under the 1995 Act on the supervision of the securities trade (Vrijstellingsregeling Wet toezicht effectenverkeer 1995) and that insider trading (voorwetenschap) rules under the 1995 Act on the supervision of the securities trade (Wet toezicht effectenverkeer 1995) are complied with).

5 Opinion

Based on the documents and confirmations referred to and the assumptions in paragraphs 3 and 4 and subject to the qualifications in paragraph 6 and to any matters not disclosed to me, I am of the following opinion:

The Shares will have been duly authorised and, when issued, will have been validly issued in accordance with Dutch law and fully paid. The holders of the Shares will not be liable for the Company's obligations, except in the case of abuse of the Company's legal personality and other exceptional circumstances.

6 Qualifications

This opinion is subject to the following qualifications:

- 6.1 This opinion is subject to any limitations arising from bankruptcy, insolvency, liquidation, moratorium, reorganisation and other laws of general application relating to or affecting the rights of creditors.
- 6.2 The trade register extract referred to in paragraph 3 does not provide conclusive evidence that the facts set out in it are correct. However, under the 1996 Trade Register Act (Handelsregisterwet 1996), subject to limited exceptions, a company cannot invoke the incorrectness or incompleteness of its trade register registration against third parties who were unaware of it.
- 6.3 The confirmation from the office of the bankruptcy division referred to in paragraph 3 does not provide conclusive evidence that the Company has not been declared bankrupt or granted suspension of payments.

7 Reliance

This opinion is solely for the purpose of the Registration. It is not to be transmitted to anyone nor is it to be relied upon for any other purpose or quoted or referred to in any public document or filed with anyone without my written consent except that it may be filed with the SEC as an exhibit to the Registration Statement (but I do not admit that I am a person whose consent for that filing is required under Section 7 of the United States Securities Act of 1933, as amended).

Yours faithfully,

J.J.J. Schutte

for De Brauw Blackstone Westbroek N.V.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 19, 2003 relating to the financial statements and financial statement schedule of STMicroelectronics N.V., which appears in STMicroelectronics N.V.'s Annual Report on Form 20-F for the year ended December 31, 2002.

PricewaterhouseCoopers Accountants N.V.
Amsterdam, The Netherlands
October 3, 2003