

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

BECTON, DICKINSON AND COMPANY

(Exact name of registrant as specified in its charter)

New Jersey 22-076120
(State or other jurisdiction (I.R.S. Employer
of incorporation or organization) Identification No.)

1 Becton Drive, Franklin Lakes, New Jersey 07417-1880
(Address of Principal Executive Offices) (Zip Code)

NON-EMPLOYEE DIRECTORS 2000 STOCK OPTION PLAN

(Full title of the plan)

Bridget M. Healy
Vice President, General Counsel and Secretary
1 Becton Drive, Franklin Lakes, New Jersey 07417-1880
(Name and address of agent for service)

(201) 847-5647
(Telephone number, including area code,
of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

<S>	<C>	<C>	<C>	<C>
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, par value \$1.00 per share	1,000,000 shares	\$34.44	\$34,440,000	\$8,610

* The price stated above is estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act of 1933 and is based on the average of the high and low market prices of the stock on April 16, 2001 based on composite trading data published in The Wall Street Journal.

PART I.

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS*

Item 1. Plan Information.

Item 2. Registrant Information and Employee Plan Annual Information.

* Information required by Part I of Form S-8 to be contained in a prospectus meeting the requirements of Section 10(a) of the Securities Act of 1933 (the "Securities Act") is omitted from this registration statement in accordance with the Note to the instructions for Part I of Form S-8.

PART II.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission by Becton, Dickinson and Company (the "Company") are incorporated herein by reference and made a part hereof:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2000;
- (b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") since September 30, 2000; and
- (c) The description of the Common Stock, par value \$1.00 per share, contained in a registration statement filed by the Company under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered pursuant to the Company's Non-Employee Directors 2000 Stock Option Plan (the "Plan") have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and shall be a part hereof from the date of the filing of such documents.

Item 4. Description of Securities.

Not Applicable.

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Item 5. Interests of Named Experts and Counsel.

The validity of the securities has been passed upon by Bridget M. Healy, Vice President, General Counsel and Secretary of the Company. Ms. Healy beneficially owns and has options to purchase shares of Common Stock of the Company.

Item 6. Indemnification of Directors and Officers.

Article XI of the bylaws of the Company provides as follows:

"The Company shall indemnify to the full extent authorized or permitted by the New Jersey Business Corporation Act, any corporate agent (as defined in said Act), or his legal representative, made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was a corporate agent of this Company."

The New Jersey Business Corporation Act permits or requires indemnification of officers and directors in the event that certain statutory standards of conduct are met. Consistent with that statute, the Company has entered into indemnification agreements with its directors and officers whereby the Company has agreed to indemnify them and advance them their defense, investigation, witness and/or participation fees and expenses except in circumstances whereby a request for indemnification (a) is on account of an illegal remuneration to the indemnitee, (b) is for an accounting of the indemnitee's profits from the purchase or sale of the Company's securities pursuant to Section 16(b) of the Exchange Act or any amendments thereto or similar provisions of any federal, state or local statutory law, (c) is based upon acts or omissions of the indemnitee which were in breach of the indemnitee's duty of loyalty to the Company or its shareholders, were not in good faith or involved a knowing violation of law, or resulted in an improper personal benefit to the indemnitee, or (d) is unlawful.

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The Company maintains policies of insurance under which the respective directors and officers (as defined therein) of the Company are insured subject to specified exclusions and deductibles and maximum amounts against loss arising

from any civil claim or claims which may be made against any director or officer (as so defined) of the Company by reason of any breach of duty, neglect, error, misstatement, misleading statement, omission or act done or alleged to have been done while acting in their respective capacities.

Item 7. Exemption From Registration Claimed.

Not Applicable.

Item 8. Exhibits.

4 Non-Employee Directors 2000 Stock Option Plan, as amended and restated May 23, 2000.

5 Opinion of Bridget M. Healy, Vice President, General Counsel and Secretary of the Company.

23(a) Consent of Independent Auditors.

23(b) Consent of Bridget M. Healy (included in the opinion filed herewith as Exhibit 5).

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 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.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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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 Borough of Franklin Lakes, State of New Jersey, on the 18th day of April, 2001.

BECTON, DICKINSON AND COMPANY

By: /s/Bridget M. Healy

Bridget M. Healy
Vice President, General Counsel
and Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 18th day of April, 2001.

Signature -----	Title -----
/s/Clateo Castellini ----- Clateo Castellini	Director and Chairman of the Board
/s/Edward J. Ludwig ----- Edward J. Ludwig	Director, President and Chief Executive Officer (Principal Executive Officer)
/s/Harry N. Beaty ----- Harry N. Beaty, M.D.	Director
/s/Henry P. Becton, Jr. ----- Henry P. Becton, Jr.	Director
/s/Albert J. Costello ----- Albert J. Costello	Director
/s/Gerald M. Edelman ----- Gerald M. Edelman, M.D.	Director

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Signature -----	Title -----
/s/Frank A. Olson ----- Frank A. Olson	Director
/s/James F. Orr ----- James F. Orr	Director
/s/Willard J. Overlock, Jr. ----- Willard J. Overlock, Jr.	Director
/s/James E. Perrella ----- James E. Perrella	Director
/s/Alfred Sommer ----- Alfred Sommer	Director
/s/Margaretha af Ugglas ----- Margaretha af Ugglas	Director

/s/John R. Considine

John R. Considine

Executive Vice President
and Chief Financial Officer
(Principal Financial
Officer)

/s/ Richard M. Hyne

Richard M. Hyne

Vice President and Controller
(Principal Accounting
Officer)

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EXHIBIT INDEX

Exhibit Number -----	Description of Exhibit -----
4	Non-Employee Directors 2000 Stock Option Plan, as amended and restated May 23, 2000.
5	Opinion of Bridget M. Healy, Vice President, General Counsel and Secretary.
23(a)	Consent of Independent Auditors.
23(b)	Consent of Bridget M. Healy (included in the opinion filed herewith as Exhibit 5).

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BECTON, DICKINSON AND COMPANY

NON-EMPLOYEE DIRECTORS 2000 STOCK OPTION PLAN
AS AMENDED AND RESTATED MAY 23, 2000

SECTION 1. Purpose

The purpose of the Becton, Dickinson and Company Non-Employee Directors 2000 Stock Option Plan is to attract and retain qualified persons who are not employees of Becton, Dickinson and Company ("BD" or the "Company") or any of its subsidiaries or affiliates for service as members of the Board of Directors of the Company, by providing such members with an interest in the Company's success and progress and closely aligning the directors' interests with those of the shareholders, through the grant to them of non-qualified stock options to purchase shares of the Company's common stock, par value \$1.00 per share.

SECTION 2. Definitions

Unless the context clearly indicates otherwise, the following terms, when used in this Plan, shall have the meanings set forth in this Section 2.

(a) "Board" shall mean the Board of Directors of BD.

(b) "Broker" shall mean a registered broker-dealer designated by the Company.

(c) "Cashless Exercise" shall mean a method of exercising a Stock Option under which a Grantee, in lieu of payment of the option price in cash, by check or by delivery of shares of Stock, delivers to the Broker irrevocable instructions to sell some or all of the shares of Stock acquired upon such exercise and, immediately upon receipt of the proceeds from this sale, to deliver to the Company the related option price and any related withholding taxes.

(d) "Change in Control" shall mean:

(1) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 25% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section 2(d), the following acquisitions shall not constitute a Change of Control:

(i) any acquisition directly from the Company, (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliated company, (iv) any acquisition by any corporation pursuant to a transaction that complies with Sections 2(d)(3)(A), 2(d)(3)(B) and 2(d)(3)(C), or (v) any acquisition that the Board determines, in good faith, was inadvertent, if the acquiring Person divests as promptly as practicable a sufficient amount of the Outstanding Company Common Stock and/or the Outstanding Company Voting Securities, as applicable, to reverse such acquisition of 25% or more thereof;

(2) Individuals who, as of April 24, 2000, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to April 24, 2000 whose election, or nomination for election as a director by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(3) Consummation of a reorganization, merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, following

such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 25% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business

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Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(4) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(e) "Committee" shall mean the Corporate Governance Committee of the Board or such other committee as may be designated by the Board, excluding, in each instance, any member of the Committee who is an employee or former employee of the Company who shall recuse him or herself from all deliberations, determinations and other actions undertaken by the Committee in connection with, relating to or arising under this Plan.

(f) "Company" shall mean BD.

(g) "Date of Exercise" shall mean the earlier of the date on which written notice of exercise, together with payment in full, if applicable, is received at the office of the agent designated for such purposes by the Secretary of the Company or, in the case of the Cashless Exercise of a Stock Option, the Date of Exercise shall mean the date the Broker executes the Grantee's sell order with respect to the underlying shares of Stock.

(h) "Director" shall mean any continuing non-employee member of the Company's Board of Directors.

(i) "Fair Market Value" shall mean for any day the mean of the highest and lowest selling prices of the Stock as reported on the Composite Tape for securities traded on the New York Stock Exchange.

(j) "Grantee" shall mean any Board member granted a Stock Option hereunder and shall also mean, to the extent contemplated and permitted by the Plan, executors, administrators, successors and transferees of the Grantee.

(k) "Granting Date" shall mean the date in each calendar year of the Annual Meeting of Shareholders of the Company.

(l) "Plan" shall mean the Becton, Dickinson and Company Non-Employee Directors 2000 Stock Option Plan as set forth herein and amended from time to time.

(m) "Stock" shall mean the Common Stock, par value \$1.00 per share, of the Company.

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(n) "Stock Option" shall mean a Nonqualified Stock Option granted pursuant to the Plan to purchase shares of Stock.

Subject to adjustment pursuant to Section 9, 1,000,000 shares of Stock shall be reserved for issuance upon the exercise of Stock Options granted pursuant to this Plan. Shares delivered under the Plan may be authorized and unissued shares or issued shares held by the Company in its treasury. If any Stock Options expire or terminate without having been exercised, the shares of Stock covered by such Stock Options shall become available again for the grant of Stock Options hereunder.

SECTION 4. Administration of the Plan

(a) The Plan shall be administered by the Committee. Subject to the express provisions of the Plan, the Committee shall have authority to interpret the Plan, to determine entitlement to Stock Options, to determine eligibility for grants of Stock Options, and to make all other determinations necessary or advisable for the administration and operation of the Plan.

(b) It is intended that the Plan and any transaction hereunder meet all of the requirements of Rule 16b-3 promulgated by the Securities and Exchange Commission, as such rule is currently in effect or as hereafter modified or amended, and all other applicable laws. If any provision of the Plan or any transaction would disqualify the Plan or such transaction under, or would not comply with, Rule 16b-3 or other applicable laws, such provision or transaction shall be construed or deemed amended to conform to Rule 16b-3 or such other applicable laws in each case to the extent permitted by law and deemed advisable by the Board.

(c) Any controversy or claim arising out of or related to this Plan shall be determined unilaterally by and at the sole discretion of the Committee. The Committee may obtain such advice or assistance as it deems appropriate from persons not serving on the Committee.

SECTION 5. Eligibility and Grants

To be eligible to participate in the Plan, a director must not be an employee of the Company or of any of its subsidiaries or affiliates.

On the date in each calendar year of the Annual Meeting of Shareholders of the Company, each eligible director elected at or continuing to serve after such Annual Meeting shall be granted stock options to purchase such number of shares of stock as shall be determined by the Committee, based on the Fair Market Value of a share of stock on the business day immediately preceding such date, to have a monetary value of

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\$35,000, which determination shall be made by application of the Black Scholes ratio used by the Compensation and Benefits Committee of the Board to calculate the expected value of the then most recent annual stock option grants made to the executive officers of the Company, provided, however, that such monetary

value of \$35,000 may be increased or decreased by the Board, upon recommendation by the Committee, in January of each year, to reflect the competitive environment with respect to director compensation. Each grant of options shall be evidenced by a written notice duly executed and delivered by the Corporate Secretary of the Company to the Grantee.

SECTION 6. Granting of Stock Options

(a) Option Price. Subject to adjustment as provided in Section 9, the purchase price of each share of Stock subject to a Stock Option shall be 100% of the Fair Market Value of a share of the Stock on the Granting Date, provided, however, that such purchase price shall be increased if, and in the same proportion as, the option purchase price of the then most recent annual Stock Option grants made to the executive officers of the Company exceeded the Fair Market Value of a share of stock on the date such Stock Options were granted to them.

(b) Term of Options. Each Stock Option granted under the Plan shall have a term of ten years from its date of grant, subject to earlier termination as provided in Section 8; provided, however, that the term of any Stock Option granted under the Plan shall be shortened if, and by the same amount of time as, the term of the then most recent annual Stock Options granted to the executive officers of the Company

was less than ten years from their date of grant.

(c) Vesting of Stock Options. Each Stock Option shall become 50%

exercisable after two years from its date of grant and 100% exercisable after three years from its date of grant (the "Vesting Terms"), subject to adjustment as provided in Sections 8 and 10, and subject to further adjustment, if and to the extent that, the terms pursuant to which the then most recent annual Stock Options granted to the executive officers of the Company become exercisable differ from the Vesting Terms.

(d) Transferability. Upon grant, each Stock Option shall provide

by its terms that it is not transferable otherwise than by will or the laws of descent and distribution and is exercisable, during the Grantee's lifetime, only by the Grantee, except to the same extent as otherwise permitted under the terms of the then most recent annual Stock Options granted to the executive officers of the Company. Subject to the foregoing, a permitted transferee shall be entitled to exercise a Stock Option at such times and to the extent that the Stock Option would otherwise be exercisable by the Grantee, or by the Grantee's executors, administrators and successors pursuant to Section 8(c).

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(e) Deferral of Receipt of Shares. The Committee may establish

procedures whereby Directors may elect to defer the receipt of shares upon exercise of any Stock Option, for a specified period of time or until a specified future event.

(f) Other Stock Options. Stock Options may be granted to a

Director who has previously received Stock Options whether such prior Stock Options are still outstanding, have previously been exercised or surrendered in whole or in part.

SECTION 7. Exercise of Stock Options

Except as otherwise provided with respect to the Cashless Exercise of a Stock Option, the Grantee shall pay the option price in full on the Date of Exercise of a Stock Option in cash, by check, or by delivery of full shares of Stock of the Company, duly endorsed for transfer to the Company with signature guaranteed, or by any combination thereof. Stock will be accepted at its Fair Market Value on the Date of Exercise. The Board or Committee may cause a legend to be placed prominently on certificates representing Stock issued pursuant to this Plan in order to give notice of the transferability restrictions and other obligations imposed by this Section and/or as imposed by Section 6.

SECTION 8. Completion of Directorship

Except as otherwise provided by the Board at the time the Stock Option is granted or in any amendment thereto, if a Grantee ceases to be a Director, then:

(a) in the event of a resignation or a termination of the service of a Grantee from the Board for any reason other than death, disability or retirement as contemplated under sub-sections (b) and (c) below, the Grantee may exercise each Stock Option held by him or her within three months after such termination (but not after the expiration date of the Stock Option) to the extent of the number of shares subject to the Stock Option which were purchasable pursuant to its terms at the date of termination; provided, however, if the Grantee should die within

three months after such termination, each Stock Option held by the Grantee may be exercised by the Grantee's estate, or by any person who acquires the right to exercise by reason of the Grantee's death, at any time within a period of one year after death (but not after the expiration date of the Stock Option) to the extent of the number of shares subject to the Stock Option which were purchasable pursuant to its terms at the date of termination; and provided further, that the

Board may, in its discretion, cause the Stock Options of such Grantee to become exercisable, and/or to remain exercisable, for a period of time subsequent to such resignation or termination, but in no event may the Stock Options remain exercisable after the tenth anniversary of their date of grant.

(b) subject to the provisions of Section 8(c), if termination of Board service is (x) by reason of retirement from the Board (i) by a Grantee who has served on the Board for five full years or more and has

attained the age of sixty, or (ii) by a

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Grantee entitled to the current receipt of benefits under any retirement plan maintained by the Company or any subsidiary thereof, or (y) by reason of disability, each Stock Option held by the Grantee shall, at the date of retirement or disability, become exercisable to the extent of the total number of shares subject to the Stock Option, irrespective of the number of shares which would otherwise have been purchasable pursuant to the terms of the Stock Option at the date of retirement or disability, and shall otherwise remain in full force and effect in accordance with its terms; provided, however, that in the

case of termination by reason of disability, each Stock Option shall only be exercisable within a period of three years after the date of disability (but not after the expiration date of the option);

(c) if termination of Board service is by reason of the death of the Grantee, or if the Grantee dies after retirement or disability as referred to in Section 8(b), each Stock Option held by the Grantee may be exercised by the Grantee's estate, or by any person who acquires the right to exercise the Stock Option by reason of the Grantee's death, at any time within a period of three years after death (but not after the expiration date of the Stock Option) to the extent of the total number of shares subject to the Stock Option, irrespective of the number of shares which would have otherwise been purchasable pursuant to the terms of the Stock Option at the date of death.

SECTION 9. Adjustments

In the event of any merger, consolidation, reorganization, recapitalization, stock dividend (including without limitation, stock dividends consisting of securities other than the Stock), distribution (other than regular cash dividends), stock split, reverse stock split, separation, spin-off, split-off or other distribution of stock or property of the Company, or other change in the corporate structure or capitalization, the number and kind of shares or other property that may be granted in the aggregate and to individual Directors under the Plan, the number and the kind of shares or other property subject to each outstanding Stock Option, and the option prices under outstanding Stock Options, shall be adjusted automatically to prevent dilution or enlargement of rights, and the Board shall cause such automatic adjustment to be given effect.

SECTION 10. Tender Offer; Change in Control

A Stock Option shall become immediately exercisable to the extent of the total number of shares subject to the Stock Option in the event of (i) a tender offer by a person or persons other than the Company for all or any part of the outstanding Stock if, upon consummation of the purchases contemplated, the offeror or offerors would own, beneficially or of record, an aggregate of more than 25% of the outstanding Stock, or (ii) a Change in Control of the Company.

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SECTION 11. General Provisions

(a) Each Stock Option shall be evidenced by a written instrument containing the terms and conditions set forth herein and such other terms and conditions, not inconsistent with this Plan, as the Committee shall approve.

(b) Nothing in this Plan shall be deemed to create any obligation on the part of the Board to nominate any director for re-election by the Company's shareholders.

(c) Notwithstanding any other provision of the Plan, the Company shall not be required to issue or deliver any shares of Stock under the Plan if the issuance or delivery of such shares shall constitute a violation of any provision of applicable law or of any applicable rule or regulation of any governmental authority or national securities exchange, and the issuance or delivery of any shares of Stock upon the exercise of Stock Options may be postponed by the Company for such period as may be required to fulfill all of the following conditions:

(i) The listing, or approval for listing upon notice of issuance, of such shares on the New York Stock Exchange;

(ii) Any registration or other qualification of such shares under any state or federal law or regulation, or the maintaining in effect of any such registration or other qualification which the Committee may, in its discretion upon the advice of counsel, deem necessary or advisable; and

(iii) The obtaining of any other consent, approval or permit from any state or federal governmental agency which the Committee may, in its discretion upon the advice of counsel, determine to be necessary or advisable.

(d) The Company shall have the right to deduct from any payment or distribution under the Plan any federal, state or local taxes of any kind required by law to be withheld with respect to such payments or to take such other action as may be necessary to satisfy all obligations for the payment of such taxes. In case deliveries or distributions are made in shares of Stock, the Company shall have the right to retain the value of sufficient shares to equal the amount of tax to be withheld for such deliveries or distributions or to require a recipient to pay the Company in cash, in shares of stock previously owned by the Grantee, or a combination of cash and such shares of stock, for any such taxes required to be withheld on such terms and conditions prescribed by the Committee, prior to the issuance or delivery of any stock upon the exercise of Stock Options.

SECTION 12. Amendment and Termination

(a) The Plan shall terminate on February 8, 2010 and no Stock Option shall be granted hereunder after that date, provided that the Board may terminate the Plan at any time prior thereto.

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(b) The Board may, from time to time, amend the Plan or any part thereof at any time upon notice to the Committee.

(c) In addition, the Board shall have the authority to amend the Plan at any time without notice to the extent necessary to comply with all applicable laws and regulations and/or qualify the Plan under applicable securities, tax or employee benefit laws and regulations (including any amendment deemed necessary to ensure that the Company may comply with any regulatory requirement referred to in Section 11).

(d) Subject to Section 12(c), no termination or amendment of the Plan may, without the consent of a Grantee to whom a Stock Option shall theretofore have been granted, adversely affect the rights of such Grantee under such Stock Option.

SECTION 13. Governing Law

This Plan and the Stock Options granted hereunder shall be governed by, and construed and interpreted in accordance with, the applicable laws of the United States of America and of the State of New Jersey.

SECTION 14. Effective Date

The Plan shall become effective February 8, 2000 upon its approval by the Board hereunder. The Stock Options granted on such date shall be granted subject to satisfaction by the Company of all applicable legal and regulatory requirements and the exercise of such Stock Options shall be expressly subject to the fulfillment of the conditions set forth in Section 11(c) above.

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April 18, 2001

Becton, Dickinson and Company
1 Becton Drive
Franklin Lakes, New Jersey 07417-1880

Re: Becton, Dickinson and Company
Non-Employee Directors 2000 Stock
Option Plan
Form S-8 Registration Statement
Under the Securities Act of 1933

Gentlemen:

As Vice President, General Counsel and Secretary of Becton, Dickinson and Company (the "Company"), I am familiar with all corporate action taken by the Company with respect to the adoption of the Company's Non-Employee Directors 2000 Stock Option Plan (the "Plan").

On the basis of the foregoing, it is my opinion that the Company has taken all necessary and appropriate corporate action in connection with the adoption of the Plan and the authorization for issuance of the shares thereunder, and that the shares when issued and sold in the manner referred to in the Plan, will constitute legally issued, fully paid and non-assessable shares of Common Stock of the Company.

I consent to the filing of this opinion as Exhibit 5 to the above-captioned Registration Statement.

Very truly yours,

/s/Bridget M. Healy

Bridget M. Healy
Vice President,
General Counsel and
Secretary

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) and related Prospectus pertaining to the Becton, Dickinson and Company Non-Employee Directors 2000 Stock Option Plan of our reports dated November 7, 2000, with respect to the consolidated financial statements of Becton, Dickinson and Company incorporated by reference in its Annual Report (Form 10-K) for the year ended September 30, 2000 and the related financial statement schedule included therein, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
ERNST & YOUNG LLP

New York, New York
April 18, 2001