

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

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



**MICROCHIP TECHNOLOGY INCORPORATED**

(Exact Name Of Registrant As Specified In Its Charter)

**Delaware**

(State or Other Jurisdiction  
of Incorporation or Organization)

**86-0629024**

(IRS Employer Identification No.)

**2355 West Chandler Boulevard**  
**Chandler, Arizona 85224**

**ISSC TECHNOLOGIES CORP. ("ISSC")**

**2011 Employee Stock Option Issuance and Subscription Policy**

**Steve Sanghi**  
**President and Chief Executive Officer**  
**MICROCHIP TECHNOLOGY INCORPORATED**  
**2355 West Chandler Boulevard**  
**Chandler, Arizona 85224**  
**(480) 792-7200**

(Telephone Number, Including Area Code, Of Agent For Service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>

(Do not check if a smaller reporting company)

### CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (4)
Common Stock (par value \$0.001 per share) to be issued under the ISSC 2011 Employee Stock Option Issuance and Subscription Policy	69,286	\$3.27 (3)	\$226,565.22	\$26.33
Total				\$26.33

(1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended, this Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable under the ISSC plan referenced above (the "ISSC Plan"), by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of the Registrant's outstanding shares of common stock.

(2) Pursuant to the Agreement and Plan of Merger dated as of May 22, 2014 (the "Merger Agreement") by and among Microchip Technology (Barbados) II Incorporated and ISSC, upon the closing of the transaction contemplated by the Merger Agreement on July 17, 2014 (the "Merger"), the Registrant assumed certain outstanding options, under the ISSC Plan and such options, were automatically converted into awards in respect of shares of the Registrant's common stock, subject to appropriate adjustments to the number of shares and the exercise price (if applicable) of each such award.

(3) Estimated solely for purposes of calculating the registration fee in accordance with Rules 457(c) and (h) under the Securities Act of 1933, as amended, on the basis of the weighted average exercise price of awards outstanding under the ISSC Plan and assumed by the Registrant.

(4) The Amount of the Registration Fee is calculated pursuant to Section 6(b) of the Securities Act, which currently provides that the adjusted fee rate for fiscal 2015 shall be "\$116.20 per \$1 million" of the maximum aggregate price at which such securities are proposed to be offered. The Registration Fee is therefore calculated by multiplying the Proposed Maximum Aggregate Offering Price by 0.00011620.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

There are hereby incorporated by reference in this Registration Statement the following documents and information heretofore filed by Microchip Technology Incorporated (the “Registrant” or the “Company”) with the SEC:

- (1) The Registrant’s Annual Report on Form 10-K for the fiscal year ended March 31, 2014 filed with the SEC on May 30, 2014.
- (2) The Registrant’s Quarterly Reports on Form 10-Q for the fiscal quarters ended June 30, 2014, September 30, 2014 and December 31, 2014, filed with the SEC on August 11, 2014, November 11, 2014 and February 3, 2015, respectively.
- (3) The Registrant’s Current Report on Form 8-K filed on April 1, 2014, May 22, 2014, July 31, 2014 and August 27, 2014 .
- (4) The description of the Registrant’s Common Stock included in the Registrant’s Registration Statement on Form 8-A filed on February 5, 1993, including any amendment or report updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment to this Registration Statement that indicates all securities offered hereby have been sold or that de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law (“Delaware Law”) authorizes a court to award or a corporation’s Board of Directors to grant indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising by reason of the fact that the person was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation or other enterprise (including liabilities arising under the Securities Act of 1933, as amended (the “Securities Act”). Article VI of the Registrant’s By-Laws provides for mandatory indemnification of its directors and executive officers, to the maximum extent permitted by Delaware Law. Article VI of the Registrant’s By-Laws also provides for permissive indemnification of the Registrant’s employees and agents to the extent, and in the manner, permitted by Delaware Law. The Registrant has entered into indemnification agreements with its directors and selected officers, a form of which was filed on February 5, 1993 as Exhibit 10.1 to Registration Statement No. 33-57960. The indemnification agreements provide the Registrant’s directors and selected officers with further indemnification to the maximum extent permitted by Delaware Law. The Registrant’s directors and officers are insured under policies of insurance maintained by the Registrant, subject to the limits of the policies, against any claims made against them by reason of being or having been such directors or officers.

**Item 7. Exemption From Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

- 4.1 ISSC 2011 Employee Stock Option Issuance and Subscription Policy
- 4.2 Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2002, as filed with the Securities and Exchange Commission on November 12, 2002)
- 4.3 Amended and Restated By-Laws of Registrant, as amended through August 25, 2014 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on August 27, 2014)
- 5.1 Opinion and Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation
- 23.1 Consent of Independent Registered Public Accounting Firm
- 23.2 Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (contained in Exhibit 5.1)
- 24.1 Power of Attorney (reference is made to page II-6 of this Registration Statement)

**Item 9. Undertakings.**

- (a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this 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.

(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 Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) 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 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 Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Chandler, State of Arizona, on February 4, 2015.

### MICROCHIP TECHNOLOGY INCORPORATED

By: /s/ Steve Sanghi

Steve Sanghi, President, Chief Executive Officer and  
Chairman of the Board

### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Steve Sanghi and J. Eric Bjornholt, and each of them, his attorneys-in-fact, each with the power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and all post-effective amendments thereto, and to file the same, with all exhibits thereto in all documents in connection therewith, with the SEC, 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 such attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steve Sanghi</u> Steve Sanghi	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	February 4, 2015
<u>/s/ J. Eric Bjornholt</u> J. Eric Bjornholt	Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)	February 4, 2015
<u>/s/ Matthew S. Chapman</u> Matthew W. Chapman	Director	February 4, 2015
<u>/s/ L.B. Day</u> L.B. Day	Director	February 4, 2015
<u>/s/ Esther L. Johnson</u> Esther L. Johnson	Director	February 4, 2015
<u>/s/ Wade F. Meyercord</u> Wade F. Meyercord	Director	February 4, 2015

## **EXHIBIT INDEX**

- 4.1 ISSC 2011 Employee Stock Option Issuance and Subscription Policy
- 4.2 Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2002, as filed with the Securities and Exchange Commission on November 12, 2002)
- 4.3 Amended and Restated By-Laws of Registrant, as amended through August 25, 2014 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on August 27, 2014)
- 5.1 Opinion and Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation
- 23.1 Consent of Independent Registered Public Accounting Firm
- 23.2 Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (contained in Exhibit 5.1)
- 24.1 Power of Attorney (reference is made to page II-6 of this Registration Statement)

**ISSC Technologies Corp.**  
**2011 Employee Stock Option Issuance and Subscription Policy**  
**(Amended and Restated December 12, 2014)**

1. Purpose. This Amended and Restated 2011 Employee Stock Option Issuance and Subscription Policy (the “Policy”) sets forth the terms and conditions of ISSC Technologies, Inc. (“ISSC”) stock options granted under the First and Second ISSC 2011 Employee Stock Option Issuance and Subscription Policy (the “Options”) and assumed by Microchip Technology Incorporated (“Microchip”) pursuant to an Agreement and Plan of Merger entered into by ISSC and Microchip Technology (Barbados) II Incorporated, dated May 22, 2014 (the “Merger Agreement”). On June 18, 2014, ISSC became a majority owned company within Microchip’s corporate control (the “Merger”) and all outstanding and unexercisable Options were to be assumed and converted into options to purchase Microchip Common Stock (the “Assumed Options”).

2. Scope. The Policy governs the Assumed Options. No new awards will be granted under the Policy.

3. Eligibility. The Policy permitted issuance of Options to ISSC’s formal, full-time employees. The number of Options each eligible employee may be issued shall depend on their seniority, grade, work performance, past and expected contributions, special accomplishments and other management concerns. Details of which were determined by the ISSC Chairman prior to submitting for ISSC Board of Director’s acknowledgment.

4. Assumed Options. As a result of the Merger, the Assumed Options were adjusted so they applied to an adjusted number of shares of Microchip common stock (“Common Stock”) with an adjusted exercise price, pursuant to the terms of the Merger Agreement. The number of Microchip common shares covered by each Assumed Option was determined by multiplying the number of ISSC shares subject to the Assumed Option immediately prior to the closing of the Merger by 0.101 (the “Exchange Ratio”). The result, rounded down to the nearest whole number, is the number of Microchip common shares subject to each Assumed Option. The per share exercise price of each Assumed Option was also adjusted by dividing the original exercise price by the Exchange Ratio and rounding up to the nearest whole cent.



5. Terms of Exercise.

(a) Stock option duration (maturity). Holders of Assumed Options are entitled to exercise the vested percentages shown below (measured from the original grant date). Assumed Options have a duration of six years. Holders of Assumed Options may not transfer, pledge, surrender or otherwise dispose of their ownership and rights over the Assumed Options to any other party, except in the case of inheritance.

<b>Time</b>	<b>Percentage (cumulative) of exercisable stock options</b>
After 2 years	50%
After 3 years	75%
After 4 years	100%

This means that employees are not entitled to exercise Options for the first two years from grant, but may exercise 50% of Options held after two years, 75% of Options held after three years, and all Options held after four years.

(b) Duration. The Assumed Options have a duration of six years, starting from the day after they are issued. Unexercised Assumed Options (regardless of maturity) will be voided at the end of their duration. Assumed Options shall be subject to the following treatment in the event of resignation, inheritance or breach of policy:

(i) Voluntary resignation or dismissal in accordance with the Labor Standards Act: Any Assumed Options that are still exercisable shall be exercised within 30 days from the date of resignation. If the 30-day timeframe coincides with any of the non-exercisable periods stated in this policy, then the exercise deadline shall be extended for the number of days that the Assumed Options are rendered non-exercisable. All rights and obligations attached to exercisable Assumed Options will be voided if not exercised within the above period. Assumed Options that are not exercisable on the date of resignation will be voided with immediate effect.

(ii) Retirement: Employees may retain full rights to all Assumed Options in which they are vested. Retirees are still subject to the 2-year holding period before exercising their Assumed Options, but are not restricted by the percentages described in Paragraph 5(a) of this Section. However, these Assumed Options must be fully exercised within one year from the date of retirement or from the date they satisfy their 2-year holding period requirement (whichever is the later).

(iii) Death: In the event of death, the employee's heir may inherit any exercisable Assumed Options in the possession of the employee at the time of death, and exercise them within one year from the date of death. Non-exercisable Assumed Options are considered to have been waived at the time of death, which the heir may no longer claim against ISSC or Microchip. Anyone who gains the right to exercise the Assumed Options through statutory succession must complete the necessary ownership transfers and inheritance procedures according to law, and present the relevant documentary proof to be able to exercise their inherited Assumed Options. The time taken for applications and subscriptions should not exceed the duration of the stock option.

(iv) Disability or death due to occupational hazards.

(1) Employees who have been disabled and are unable to work due to occupational hazards may retain full rights to all Assumed Options they have been vested with after their resignation. They are still subject to the 2-year holding period before exercising their stock options, but are not restricted by the percentages described in Paragraph 5(a) of this Section. However, these Assumed Options must be fully exercised within one year from the date of retirement or from the date they satisfy their 2-year holding period requirement (whichever is the later).

(2) If an employee dies from an occupational hazard, the employee's heir may inherit all outstanding Assumed Options in the possession of the employee. These Assumed Options are still subject to the 2-year holding period before exercise, but are not restricted by the percentages described in Paragraph 5(a) of this Section. However, these Assumed Options must be fully exercised within one year from the date of death or from the date they satisfy their 2-year holding period requirement (whichever is the later). Anyone who gains the right to exercise the Assumed Options through statutory succession must complete the necessary ownership transfers and inheritance procedures according to law, and present the relevant documentary proof to be able to exercise their inherited stock options. The time taken for applications and subscriptions should not exceed the duration of this Assumed Option.

(v) Redundancy: Any Assumed Options that are still exercisable shall be exercised within three months from the date of redundancy. If the three-month timeframe coincides with any of the non-exercisable periods stated in this policy, then the exercise deadline shall be extended for the number of days that the Assumed Options are rendered non-exercisable. All rights and obligations attached to exercisable Assumed Options will be voided if not exercised within the above period. Assumed Options that are not exercisable on the date of redundancy will be voided with immediate effect, unless otherwise approved by the Administrator or authorized persons thereof.

(vi) Extended unpaid leave: Employees who go on extended unpaid leave of absence are required to exercise all exercisable Assumed Options within thirty days from the date the extended leave commences. If the 30-day timeframe coincides with any of the non-exercisable periods stated in this policy, then the exercise deadline shall be extended for the number of days in which the Assumed Options are rendered non-exercisable. Employee's rights to exercise will be suspended if not used within the above period, and deferred until the time the employee is reinstated. Employees may still retain their entitlements over non-exercisable Assumed Options upon reinstatement; however, the holding period requirement needs to be deferred for the length of the extended unpaid leave, and is still subject to the duration of the Assumed Option.

(vii) Job transfers: Employees who request to transfer to other affiliated companies or investees of ISSC are considered to have voluntarily resigned with regards to the treatment of Assumed Options. Rights and obligations of stock options of employees who have been ordered by Microchip or any authorized persons thereof to transfer to other affiliated companies or investees will not be affected in any way.

(viii) Violations: If an employee is found to have committed major violations against their employment contract, work rules or the policies of Microchip or a subsidiary (including ISSC), Microchip may revoke part or all exercisable as well as non-exercisable Assumed Options issued to that employee prior to the violation or before the time the evaluation is concluded. The severity of violations that would qualify for such penalty shall be determined based on the employment contract, work rules and appraisal standards.

Stock option holders and their heirs are deemed to have waived the right to exercise if they do not exercise their stock options within the abovementioned timeframes. Any Assumed Options that have been voided, forfeited or waived under this policy shall be written off and no replacement issue will be made.

6. Mode of implementation. Microchip will issue shares of Common Stock upon exercise of Assumed Options pursuant to its customary option exercise procedure and the terms of this Policy.

7. Adjustments; Corporate Transactions. Subject to any required action by the stockholders of the Microchip, the number of shares of Common Stock covered by each outstanding Assumed Option, as well as the price per share of Common Stock covered by each such outstanding Assumed Option shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by Microchip. Such adjustment

shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Award. In the event of a corporate merger, share-based acquisition or divestment affecting Microchip, the Assumed Options shall be treated according to the relevant M&A contract, the divestment plan and any regulations deemed relevant by the Administrator.

8. Exercising procedures.

(a) Holders may exercise Assumed Options at times allowed in this Policy by submitting an electronic notice to Microchip's share administration agency, pursuant to the method required by the Administrator.

(b) Once the electronics has been accepted by Microchip's share administration agency, the Assumed Option holder will be notified to pay subscription proceeds into the designated bank account. The exercised stock options will be voided if the holder fails to make payment as instructed, and no further claims can be made on them. It is imperative that the Assumed Option holders complete their subscription requests and make payments no later than one business day before the non-exercisable period stated in this policy.

(c) Once the subscription proceeds have been collected in full by Microchip's share administration agency, the number of shares of Common Stock subscribed will be posted onto the company's shareholder registry and delivered to the subscriber in a manner compliant with law.

9. Rights and obligations after exercising. Any shares of Common Stock issued following the exercise of Assumed Options shall carry identical rights and obligations as do the company's existing shares of Common Stock.

10. Taxation. Shares subscribed through stock options and the trading of such are subject to taxation under the tax laws of the Republic of China, except as otherwise required by applicable law.

11. Contract signing and confidentiality. Each award of Assumed Option is evidenced by an Employee Stock Option Agreement, setting forth the exercise price, number of shares of Common Stock, exercise restrictions and certain other terms. Those who do not sign the agreement in the manner required are deemed to have waived their rights. Those who sign the agreement must comply with the confidentiality clause and refrain from revealing details to any third party.

12. Practical details. Assumed Option holders will be notified individually on the quantity of stock options vested in their possession, as well as details on exercising, proceeds payments, allocation, time of application etc.

13. Administration. The Policy will be administered by the Compensation Committee of the Board of Directors of Microchip (the “Committee”) or the director or officer to whom it has delegated such responsibility (the “Administrator”). Subject to the terms of the Policy, the Administrator is authorized to make all determinations necessary or advisable for administering the Policy. The Administrator’s decisions, determinations and interpretations will be final and binding on all holders of Assumed Options.

14. Other Material Issues. Any matters that are not addressed in this Policy shall be governed by the relevant regulations. The Committee may amend the Plan, provided no amendment will impair the rights of any holder of an Assumed Option without his or her written consent.

(Wilson Sonsini Goodrich & Rosati P.C. Letterhead)

February 4, 2015

Microchip Technology Incorporated  
2355 West Chandler Boulevard  
Chandler, AZ 85224

Re: Registration Statement on Form S-8 for Issuance of Common Stock under the ISSC Technologies Corporation 2011 Employee Stock Option Issuance and Subscription Policy

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 to be filed by you with the Securities and Exchange Commission on or about the date hereof (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended, of 69,286 shares of your Common Stock that are subject to currently outstanding options under the ISSC Technologies Corporation ("ISSC") 2011 Employee Stock Option Issuance and Subscription Policy. Such shares of Common Stock are referred to herein as the "Shares," and such plan is referred to herein as the "Plan." As your counsel, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the issuance and sale of the Shares pursuant to the Plan.

It is our opinion that, upon completion of the actions being taken, or contemplated by us as your counsel to be taken by you prior to the issuance of the Shares pursuant to the Registration Statement and the Plan and upon completion of the actions being taken in order to permit such transactions to be carried out in accordance with the securities laws of the various states where required, the Shares, when issued and sold in the manner referred to in the Plan and pursuant to the agreements which accompany the Plan, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to said Registration Statement and further consent to the use of our name wherever appearing in said Registration Statement, and any amendments thereto.

Very truly yours,

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the ISSC Technologies Corp. 2011 Employee Stock Option Issuance and Subscription Policy of Microchip Technology Incorporated of our reports dated May 30, 2014, with respect to the consolidated financial statements of Microchip Technology Incorporated and the effectiveness of internal control over financial reporting of Microchip Technology Incorporated included in its Annual Report (Form 10-K) for the year ended March 31, 2014, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Phoenix, Arizona

February 4, 2015