

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

SCHEDULE TO
Amendment No. 1
(RULE 14D-100)
TENDER OFFER STATEMENT
under Section 14(d)(1) or Section 13(e)(1) of the Securities Exchange Act of 1934

BIOGEN IDEC INC.

(Name of Subject Company (Issuer); Name of Filing Persons (Offeror))

Common Stock, \$0.0005 par value
(Including the associated preferred stock purchase rights)
(Title of Class of Securities)

09062X103
(CUSIP Number of Class of Securities)

Susan H. Alexander, Esq.
Executive Vice President, General Counsel and Secretary
Biogen Idec Inc.
14 Cambridge Center
Cambridge, Massachusetts 02142
(617) 679-2000

(Name, address and telephone number of person authorized
to receive notices and communications on behalf of filing persons)

with copies to:

Keith Higgins and Paul Kinsella
Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
Telephone: (617) 951-7000
Fax: (617) 951-7050

CALCULATION OF FILING FEE

Transaction Valuation*	Amount Of Filing Fee**
\$2,765,094,311.05	\$84,888.40

* Estimated solely for purposes of calculating the filing fee pursuant to Rules 0-11 under the Securities Exchange Act of 1934, as amended, based on the product of (x) \$48.85, the average of the high and low sale prices of common shares on the NASDAQ Global Select Market on May 25, 2007 and (y) 56,603,773, the maximum number of shares that will be purchased in the tender offer described in this Schedule TO.

** The fee is calculated as .00307% of the transaction value.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$84,888.40
Form or Registration No.: Schedule TO
Filing Party: Biogen Idec Inc.
Date Filed: May 30, 2007

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:



This Amendment No. 1 (this “Amendment”) amends and supplements the Tender Offer Statement on Schedule TO originally filed with the Securities and Exchange Commission (the “SEC”) on May 30, 2007 (the “Schedule TO”) by Biogen Idec Inc., a Delaware corporation (the “Company”), pursuant to Rule 13e-4 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), in connection with the Company’s offer to purchase for cash up to 56,603,773 shares (the “Shares”) of its common stock, \$0.0005 par value per share, including the associated Series X junior participating preferred stock purchase rights issued under the Rights Agreement, dated as of July 22, 1997, between the Company and ChaseMellon Shareholder Services LLC as Rights Agent, as amended and restated (the “Common Stock”), at a price per share not greater than \$53.00 nor less than \$47.00, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 30, 2007 (the “Offer to Purchase”) and in the related Letter of Transmittal (the “Letter of Transmittal” which, together with the Offer to Purchase, as each may be amended and supplemented from time to time, constitute the “Offer”).

This Amendment to Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(3) promulgated under the Exchange Act.

The information in the Offer to Purchase and the related Letter of Transmittal, previously filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively, is incorporated into this Amendment by reference in answer to items 1 through 11 of the Schedule TO, except that such information is hereby amended and supplemented to the extent specifically provided herein.

ITEM 4. TERMS OF THE TRANSACTION

Section 3 (“Withdrawal Rights”) of the offer to purchase is hereby amended and supplemented to add the following sentence to the end of the last paragraph thereof.

“If a shareholder tenders shares at different prices or on separate letters of transmittal, the shareholder should clearly indicate which shares the shareholder wishes to withdraw.”

Section 4 (“Acceptance for Payment and Payment”) of the offer to purchase is hereby amended and supplemented to delete the following last sentence of the first paragraph thereof:

“We expressly reserve the right, in our sole discretion, to delay the acceptance for payment of, or payment for, shares, in order to comply, in whole or in part with any applicable law.”

Section 5 (“Certain United States Federal Income Tax Consequences”) of the offer to purchase is hereby amended and supplemented to replace the word “Certain” in the heading with the word “Material”. The first sentence of that section is hereby amended and supplemented to replace the word “certain” with “the material”. Each cross-reference in the offer to purchase to such heading is similarly amended and supplemented.

The paragraph numbered 2(b) in Section 12 (“Conditions of the Offer”) of the offer to purchase is hereby amended and supplemented by replacing the phrase “materially affect the business” with the phrase “materially adversely affect the business”. Section 12 of the offer to purchase is hereby further amended and supplemented to delete the parenthetical phrase “(including our action or inaction)” from the final paragraph thereof and to delete the following sentence from the final paragraph thereof:

“Any determination or judgment by Biogen Idec concerning the events described above will be final and binding on all parties.”

ITEM 11. ADDITIONAL INFORMATION

The Form of Letter of Transmittal is hereby amended to delete the fourth numbered paragraph on page 7 thereof, which reads “and the undersigned has read, understands and agrees to all of the terms of the offer”.

ITEM 12. EXHIBITS

See Exhibit Index immediately following the signature page.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

BIOGEN IDEC INC.

Dated: June 19, 2007

By: /s/ Susan H. Alexander

Name: Susan H. Alexander

Title: Executive Vice President, General Counsel and
Secretary

EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>DOCUMENT</u>
(a)(1)(A)	Offer to Purchase dated May 30, 2007.*
(a)(1)(B)	Form of Letter of Transmittal.*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Press Release issued on May 29, 2007.*
(a)(1)(G)	Form of Summary Advertisement.*
(b)	Term loan commitment letter, dated May 29, 2007, among the Company, Merrill Lynch Capital Corporation and Goldman Sachs Credit Partners L.P.*
(d)(1)	Amended and Restated Certificate of Incorporation, previously filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K, File No. 0-19311, for the year ended December 31, 2003, filed March 10, 2004 and incorporated herein by reference.
(d)(2)	Amended and Restated Rights Agreement dated as of July 26, 2001 between us and Mellon Investor Services LLC, previously filed as Exhibit 4.1 to the Company's Registration Statement on Form 8-A, File No. 0-19311, dated July 27, 2001, and incorporated herein by reference.
(d)(3)	Amendment No. 1 to Amended and Restated Rights Agreement dated as of June 23, 2003 between us and Mellon Investor Services LLC, previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, File No. 0-19311, dated June 23, 2003, and incorporated herein by reference.
(d)(4)	IDEC Pharmaceuticals Corporation 1988 Stock Option Plan, as amended and restated through February 19, 2003, previously filed as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A, File No. 0-19311, filed on April 11, 2003 and incorporated herein by reference.
(d)(5)	1993 Non-Employee Directors Stock Option Plan, as amended and restated through February 19, 2003, previously filed as Appendix B to the Company's Definitive Proxy Statement on Schedule 14A, File No. 0-19311, filed on April 11, 2003 and incorporated herein by reference.
(d)(6)	2003 Omnibus Equity Plan, previously filed as Exhibit 10.73 to the Company's Current Report on Form 8-K, File No. 0-19311, dated November 12, 2003, and incorporated herein by reference.
(d)(7)	2003 Performance Based Management Incentive Plan, previously filed as Exhibit 10.74 to the Company's Current Report on Form 8-K, File No. 0-19311, dated November 12, 2003, and incorporated herein by reference.
(d)(8)	Biogen, Inc. 1985 Non-Qualified Stock Option Plan (as amended and restated through February 7, 2003), previously filed as Exhibit 10.21 to the Company's Annual Report on Form 10-K, File No. 0-12042, for the year ended December 31, 2002, filed March 14, 2003, and incorporated herein by reference.

EXHIBIT NUMBER**DOCUMENT**

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- (d)(9) Biogen, Inc. 1987 Scientific Board Stock Option Plan (as amended and restated through February 7, 2003), previously filed as Exhibit 10.22 to the Company's Annual Report on Form 10-K, File No. 0-12042, for the year ended December 31, 2002, filed March 14, 2003, and incorporated herein by reference.
- (d)(10) Employment Agreement between us and James C Mullen, dated June 20, 2003, previously filed as Exhibit 10.2 to the Company's Registration Statement on Form S-4, File No. 333-107098, filed July 16, 2003, and incorporated herein by reference.
- (d)(11) First Amendment to Employment Agreement between the Company and James C. Mullen, dated February 7, 2006, previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, File No. 0-19311, filed February 10, 2006, and incorporated herein by reference.
- (d)(12) Employment Agreement between us and William H. Rastetter, dated June 20, 2003, previously filed as Exhibit 10.1 to the Company's Registration Statement on Form S-4, File No. 333-107098, filed July 16, 2003, and incorporated herein by reference.
- (d)(13) Form of letter agreement regarding employment arrangement between us and our Executive Vice Presidents and Senior Vice Presidents, previously filed as Exhibit 10.45 to the Company's Annual Report on Form 10-K, File No. 0-19311, for the year ended December 31, 2003, filed March 10, 2004, and incorporated herein by reference.
- (d)(14) Letter agreement regarding employment arrangement of Peter N. Kellogg, dated June 21, 2000, previously filed as Exhibit 10.43 to the Company's Annual Report on Form 10-K, File No. 0-12042, for the year ended December 31, 2001, filed March 29, 2002, and incorporated herein by reference.
- (d)(15) Amendment to the IDEC Pharmaceuticals Corporation 1988 Stock Option Plan, as amended and restated through February 19, 2003, previously, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, File No. 0-19311, for the quarter ended June 30, 2004, filed August 9, 2004, and incorporated herein by reference.
- (d)(16) Amendment to Biogen Idec Inc. Executive Severance Policy — Senior/Executive Vice Presidents, previously, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, File No. 0-19311, for the quarter ended June 30, 2004, filed August 9, 2004, and incorporated herein by reference.
- (d)(17) 2005 Omnibus Equity Plan, previously filed as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A, File No. 0-19311, filed on April 15, 2005, and incorporated herein by reference.
- (d)(18) 1995 Employee Stock Purchase Plan, previously filed as Appendix B to the Company's Definitive Proxy Statement on Schedule 14A, File No. 0-19311, filed on April 15, 2005, and incorporated herein by reference.
- (d)(19) Form of Grant Notice (Restricted Stock Units) — September 2005 RSU Grant, previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, File No. 0-19311, filed September 15, 2005, and incorporated herein by reference.
- (d)(20) Amendment to the 2003 Omnibus Equity Plan, previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, File No.0-19311, for the quarter ended March 31, 2005, filed April 29, 2005, and incorporated herein by reference.
- (d)(21) Letter regarding relocation arrangement for Mark C. Wiggins, dated September 2, 2004, previously filed as Exhibit 10.52 to the Company's Annual Report on Form 10-K, File No. 0-19311, for the year ended December 31, 2005, filed March 3, 2006, and incorporated herein by reference.

EXHIBIT NUMBER**DOCUMENT**

- (d)(22) Letter regarding employment arrangement of Cecil B. Pickett, dated June 21, 2006, previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, File No. 0-19311, for the quarter ended September 30, 2006, filed November 9, 2006, and incorporated herein by reference.
- (d)(23) 2006 Non-Employee Directors Equity Plan, previously filed as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A, File No. 0-19311, dated April 14, 2006, and incorporated herein by reference.
- (d)(24) Amendment No. 1 to the 2006 Non-Employee Directors Equity Plan, previously filed as Exhibit 10.57 to the Company's Annual Report on Form 10-K, File No. 0-19311, for the year ended December 31, 2006, filed February 21, 2007, and incorporated herein by reference.
- (d)(25) Amendment dated April 4, 2006, to 2005 Omnibus Equity Plan, previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, File No. 0-19311, for the quarter ended March 31, 2007, filed May 3, 2007, and incorporated herein by reference.
- (d)(26) Amendment dated February 12, 2007, to 2005 Omnibus Equity Plan, previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, File No. 0-19311, for the quarter ended March 31, 2007, filed May 3, 2007, and incorporated herein by reference.

* Previously filed as an exhibit to the Schedule TO filed with the SEC on May 30, 2007.

**Ropes & Gray LLP
One International Place
Boston, MA 02110**

June 19, 2007

VIA EDGAR

Nicholas Panos, Esq.
Division of Corporation Finance
United States Securities and Exchange Commission
100 F. Street, N.E.
Washington, D.C. 20549

Re: Securities and Exchange Commission (“SEC”) Comment Letter dated June 18, 2007 with respect to the Tender Offer Statement on Schedule TO (File No. 005-42028) (the “Schedule TO”) filed by Biogen Idec Inc. (the “Company”) with the SEC on May 30, 2007.

Dear Mr. Panos:

This letter responds to the staff’s comments on the above-referenced Schedule TO. For convenience, we have repeated the text of the staff’s comments by number and in bold. Our response is denoted with an “R.” The Company is contemporaneously filing an amendment to the Schedule TO containing the changes described herein. The Company has authorized us to make the following statements on its behalf:

Offer to Purchase

1. We note that Biogen Idec’s common stock has recently traded at a premium to the base price offered in this modified Dutch auction tender offer. Revise the filing to highlight this fact to security holders. Also highlight the risk that security holders who tender into this offer may receive less than they would have received in an open market sale.

1R. We have been advised by the dealer managers, Merrill Lynch & Co. and Goldman, Sachs & Co., that it is customary in a modified Dutch auction issuer tender offer to set the minimum purchase price below the market price of the issuer’s shares at the commencement of the tender offer. The trading price of the Company’s common stock is freely available information and, in the offer to purchase, shareholders are encouraged to obtain current market quotations. Shareholders are also advised in the offer to purchase that the closing price of the Company’s common stock on May 29, 2007 was \$49.21.

Summary Term Sheet, page ii

2. We note that the tender offer is conditioned on the determination by the issuer that the consummation of the offer will not cause the stock to be delisted. Please tell us whether the offer is a first step in a going private transaction.

2R. The Company’s issuer tender offer is not a first step in a going private transaction.

What are the significant conditions to the offer? page v

3. Please advise us whether the issuer believes a material change in the offer occurs when the financing condition is satisfied. To the extent that the issuer does believe a material change occurs upon satisfaction of the financing condition, please confirm that five business days will remain in the offer.

3R. The Company does not believe there is a true “financing condition” since it already has “committed” financing pursuant to a commitment letter entered into with Merrill Lynch Capital Corporation and Goldman Sachs Credit Partners L.P. (the “Commitment Letter”) and that therefore the condition currently set forth in the offer to purchase refers, in effect, to a more limited “funding” condition. The Commitment Letter has been filed as Exhibit (B) to the Schedule TO and is described in detail in section 7 (“Source and Amount of Funds; Effect of the Offer”) of the offer to purchase, which is filed as Exhibit (A)(1)(A) to the Schedule TO. As long as the Company executes definitive financing agreements on terms materially consistent with the Commitment Letter, the Company’s execution of the definitive agreements and ability to draw on the borrowed funds (signifying the satisfaction of the funding condition) would not be a material change to facts already disclosed in the offer to purchase. However, if the Company executes definitive financing agreements the terms of which differ materially from that which is contemplated by the Commitment Letter and disclosed in the offer to purchase, then the Company acknowledges that it would need to ensure that the tender offer is open for sufficient additional time after the date of the disclosure of the material change (which may require an extension of the tender offer depending on when the disclosure occurs).

How will the offer affect record holders of Biogen Idec? Page v

4. Revise this section to include the information that until the company has agreed to final borrowing terms with its lenders, it is not possible to determine the precise effect that the borrowing and the issuer tender offer will have on the company and its shareholders.

4R. As noted in response 3R, the Company has entered into a Commitment Letter, which was filed as Exhibit (B) to the Schedule TO and described in detail in section 7 of the offer to purchase. As long as the Company executes definitive financing agreements on terms materially consistent with the Commitment Letter, the Company respectfully submits that shareholders have been provided a summary of the material terms of, and conditions to, such financing and that the final terms of the borrowing will not materially affect the matters discussed under this heading.

Important Procedures, page ix

5. In light of the opportunity given to security holders who may “check the box” to indicate they are willing to tender their shares at any price at or above the minimum, include disclosure in a revised Schedule TO which explains the feature to have the price paid pursuant to the offer may have the effect of decreasing the price at which any securities will be purchased. At present, the disclosure only indicates that this election could result in the shares being accepted for payment at the minimum price.

5R. We refer you to the “Summary Term Sheet” on page ii of the offer to purchase, “Important Procedures” on page ix of the offer to purchase and page 6 in section 2 (“Procedures for Tendering Shares”) of the offer to purchase, each of which specifies that using the “check the box” mechanism referenced above is the equivalent to tendering at the minimum price of \$47.00 per share. Under no circumstances does this mechanism serve to decrease the price paid pursuant to the offer to a price below the minimum price of \$47.00 per share.

Withdrawal Rights, page 11

6. We note that participating shareholders may tender shares at different prices if they submit separate letters of transmittal. Expand to address whether holders who tendered at different prices or with separate letters of transmittal must submit separate withdrawal forms.

6R. Section 3 (“Withdrawal Rights”) of the offer to purchase has been revised to reflect this comment.

7. We note the disclosure that you may delay acceptance for payment “in order to comply...with any applicable law.” This does not appear to be consistent with Rule 14e-1(c). Please revise.

7R. Section 4 (“Acceptance for Payment and Payment”) of the offer to purchase has been revised to reflect this comment.

Certain United States Federal Income Tax Consequences, page 12

8. You are required to address the material federal tax consequences of your transaction. See Item 1004(a)(1)(xii). In this regard, delete the word “Certain” from your caption and your disclosure.

8R. Section 5 (“Certain United States Federal Income Tax Consequences”) of the offer to purchase and the associated cross references to that section have been revised to reflect this comment.

Conditions of the Offer, page 26

9. A tender offer may be conditioned on a variety of events and circumstances, provided that they are not within the direct or indirect control of the bidder, and are drafted with sufficient specificity to allow for objective verification that the conditions have been satisfied. With this in mind, revise the following:

- **Condition (2), which conditions the offer on whether any “action” has been “threatened” by any person that may “materially affect the business or condition...of us or our subsidiaries” and**
- **Condition (6) which referenced any national or international crisis affecting the US.**

9R. We respectfully submit that we believe these are customary conditions in this type of transaction and are not contrary to any federal securities law or regulation.

10. Revise condition (2) to clarify whether you mean all material effects, or only negative material effects.

10R. The second condition in section 12 (“Conditions of the Offer”) of the offer to purchase has been revised to reflect this comment.

11. Revise the final paragraph of this section to eliminate the reference to actions or inaction by the bidder.

11R. The final paragraph in section 12 (“Conditions of the Offer”) of the offer to purchase has been revised to reflect this comment.

12. We note the language that any determination by Biogen concerning the events described in the conditions “will be final and binding upon all parties.” Disclose, if true, that only a court of

competent jurisdiction can make a determination that will be final and binding upon the parties. In addition, please disclose that security holders may challenge Biogen's determinations.

12R. Section 12 ("Conditions of the Offer") of the offer to purchase has been revised to reflect this comment.

13. Conditions to the offer, other than any dependent upon the receipt of government approvals, must be satisfied or waived prior to offer expiration. This section improperly indicates that offer conditions may be asserted up until the time payment is made for the shares. Please revise.

13R. We are not aware of any SEC rule or interpretation of a rule that requires all conditions, other than any dependent upon the receipt of government approvals, to be satisfied or waived prior to the expiration of the tender offer.

In MacFadden Holdings, Inc. v. JB Acquisition Corp., 802 F.2d 62 (2d Cir. 1986), the Second Circuit clearly upheld the propriety of an offeror allowing a tender offer to expire with the obligation to pay for the tendered securities being subject to satisfaction after expiration of a clearly identified condition. In CTS Corp. v. Dynamics Corporation of America, 481 U.S. 69, 84-95 (1987), the United States Supreme Court indicated its support for the opinion of the Second Circuit in the MacFadden case and further stated that the ability of an offeror to allow its tender offer to expire but condition payment upon the occurrence of a subsequent event should be available even where that subsequent event was something other than the receipt of a regulatory approval.

We believe these cases support our conclusion that all conditions, other than any dependent upon the receipt of government approvals, need not be satisfied or waived prior to the expiration of the tender offer, but rather prior to acceptance for payment (which we acknowledge must occur promptly after the expiration).

The Company respectfully submits that it has accurately described the withdrawal rights of shareholders and undertaken in the offer to purchase to fully comply with the SEC rules and regulations defining the period during which the tender offer must remain open, including complying with each of the following requirements:

1. The Rule 13e-4(f)(5) requirement that the issuer making the tender offer: "either pay the consideration offered, or return the tendered securities, promptly after the termination or withdrawal of the tender offer." (See the last full paragraph of section 1 ("Terms of the Offer") of the offer to purchase).
2. The Rule 13e-4(f)(2)(i) requirement that the issuer making the tender offer: "shall permit securities tendered pursuant to the issuer tender offer to be withdrawn at any time during the period such issuer tender offer remains open." (See the first sentence of section 3 ("Withdrawal Rights") of the offer to purchase).
3. Pursuant to Section 14(d)(5) of the Exchange Act, the requirement that the securities deposited pursuant to a tender offer be permitted to be withdrawn by the depositor "any time after sixty days from the date of the original tender offer." (See the first sentence of section 3 ("Withdrawal Rights") of the offer to purchase).

Letter of Transmittal

14. Revise the letter of transmittal to delete the statement that the shareholder has read and understood the terms of the offer.

14R. The letter of transmittal has been revised to reflect this comment.

The Company has authorized us to acknowledge on its behalf that (1) the Company is responsible for the adequacy and accuracy of the disclosure in the Schedule TO, (2) staff comments or changes to the Schedule TO in response to staff comments do not foreclose the SEC from taking any action with respect to the Schedule TO and (3) it is the staff's view that the Company may not assert staff comments as a defense in any proceeding initiated by the SEC or any person under the federal securities laws of the United States.

Please call the undersigned at (617) 951-7921 or Thomas Holden at (617) 951-7097 with any questions regarding this letter.

Sincerely,
/s/ Paul M. Kinsella
Paul M. Kinsella