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Exhibit 99.1

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b e t w e e n

H E L S I N N H E A L T H C A R E S A

a n d

MGI Pharma, INC.

f o r

PALONOSETRON

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THIS AGREEMENT (hereinafter called "Agreement") is effective as of this 6th day of April 2001 (hereinafter called "Effective Date"), between HELSINN HEALTHCARE SA, a corporation organized and existing under the law of Switzerland and having its registered office at Via Pian Scairolo, 6912 Pazzallo, Switzerland (hereinafter called "HHC") of the one part, and MGI PHARMA, INC., a corporation organized and existing under the law of the state of Minnesota, United States of America and having its registered office at 6300 West Old Shakopee Road, Suite 110, Bloomington, MN 55438-2318, USA (hereinafter called "MGI"), of the other part.

RECITALS

- a. HHC carries on business as a licensing company, product developer and pharmaceutical trader and, in particular for the purpose of this Agreement, has in-licensed from the companies Syntex (U.S.A.) Inc. and F. Hoffmann-La Roche AG by means of a License Agreement dated June 23, 1998 (hereinafter, the "Syntex Agreement") world-wide exclusive rights to certain patents and know-how to make, have made, develop, register, market, distribute and sell, directly or indirectly, the Compound (as hereinafter defined) and pharmaceutical preparations containing said Compound as active pharmaceutical ingredient.
- b. MGI carries on business as a pharmaceutical company and, in particular

pharmaceutical company, having a size and a position on the market adequate to effectively market, distribute and sell the Products (as hereinafter defined) and that it has the necessary sales force to successfully sell the Products in the Field throughout the Territory (as hereinafter defined).

- c. Prior to entering into discussions with HHC, MGI possessed no technology and limited information of its own (including publicly available information) relating to the Compound and/or the Products. The Parties entered on 25th May 2000 into a Secrecy Agreement by means of which HHC disclosed to MGI confidential information and data relating to the Compound and Products.
- d. The Parties entered on October 5th, 2000 into a Letter of Intent on which basis they have performed respective appropriate due diligence for the purpose of establishing their interest

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and willingness to enter into this Agreement, and hereby confirm that (i) each has been provided with full and complete access to such information as they deemed necessary or appropriate to conduct due diligence, and (ii) such due diligence has been completed to their full satisfaction.

- e. MGI now wishes to acquire the right to act as HHC's licensee and distributor for the Products in the Territory and HHC is willing to so appoint MGI under the terms and conditions hereinafter set forth.
- f. The Parties agree that this preamble constitutes an integral part of this Agreement and all capitalized terms used in this preamble shall have the meaning as defined in Article 1 hereafter.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms as used in this Agreement have, unless the context clearly indicates otherwise, the following meanings:

- 1.1 "Accounting Period" means the quarters ending 31st March, 30th June, 30th September and 31st December in each year throughout the term of this Agreement.
- 1.2 "Affiliate" means an organization that, whether now or in the future, controls, is controlled by or is under common control with a Party. For the purposes of this definition, the terms "controls," "controlled by," and "under common control with" as used with respect to any Party, means the possession (directly or indirectly) of fifty percent or more of the voting stock or other equity interest of a subject entity with the power to vote, or the power in fact to control the management decisions of such entity through the ownership of securities or by contract or otherwise.
- 1.3 "Compound" means the active pharmaceutical ingredient (3aS-2-[(S)-1-Azabicyclo[2.2.2]oct-3-yl]-2,3,3a,4,5,6-hexahydro-1-oxo-1H-benz[de]isoquinoline hydrochloride, having the generic name palonosetron hydrochloride (INN) for use in human medicine.

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- 1.4 "FDA" means the U.S. Food and Drug Administration or any successor agency.
- 1.5 "Field" means the prevention of chemotherapy induced nausea and vomiting (CINV) in terms of the Regulatory Authorities approved indication.
- 1.6 "HHC's Other Distributors" means any distributor and/or licensee appointed by HHC to promote and sell pharmaceutical preparations containing the Compound in any country of the world outside the Territory and outside the Field in the Territory.
- 1.7 "Improvements" means all improvements, modifications or developments relating to the Field and/or to the Product forms subject of this Agreement, which might improve the quality or improve consumer acceptance and/or patient compliance of the Products. For clarity, except to the extent MGI has exercised its right of first refusal under Article 2.6, "Improvements" shall not include dosage forms other than the intra-venous ("I.V.") formulation as shall be described in the Registration and/or indications other than within the Field.
- 1.8 "Know-how" means valuable, secret and substantial information regarding the Products in the Field, including but not limited to documentation and information on file with the FDA or other Regulatory Authority in support of the Registration, which may be necessary, useful or advisable to enable MGI to promote, market and sell the Products in the Field in the Territory, as far as controlled by or available to, and not prohibited to be disclosed or licensed by, HHC, all as listed in the First Appendix hereto and as is or will be specified in the documentation which HHC has delivered or will deliver to MGI after execution of this Agreement.
- 1.9 "Net Sales" means the gross sales in local currencies of all Products sold in the Territory by MGI and/or its Affiliates, including any local Affiliate in Canada, for arm's length sales to any non-Affiliated third party less those normal and customary deductions made under Generally Accepted Accounting Principles to arrive at Product sales. ***

*** Denotes confidential information that has been omitted from the exhibit and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934.

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- 1.10 "Parties" means HHC and MGI and "Party" means either of them as the context indicates.
- 1.11 "Patent" means (a) the patents and the patent applications licensed or assigned to HHC pursuant to the Syntex Agreement, as listed in the Second Appendix hereto; (b) all patents in the Territory issuing from said applications; (c) any additions, divisions, continuations,

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