

505. Notwithstanding any other provision herein, with respect to the matters covered by this Consent Order, the DOE reserves the right to initiate an enforcement proceeding or to seek appropriate penalties for any newly discovered regulatory violations committed by Occidental, but only if Occidental has knowingly concealed material facts relating to such violations. The DOE also reserves the right to seek appropriate judicial remedies, other than full rescission of this Consent Order, for any knowing misrepresentation of fact material to this Consent Order made by Occidental during the course of the audit or the negotiations that preceded this Consent Order.

VI. Recordkeeping, Reporting and Confidentiality

601. Occidental shall maintain such records as are necessary to demonstrate compliance with the terms of this Consent Order. Except for such records, Occidental is relieved of its obligation to comply with the recordkeeping requirements of the federal petroleum price and allocation regulations relating to the matters settled by this Consent Order.

602. Occidental will not be subject to any audit requests, report orders, subpoenas, or other administrative discovery by DOE relating to Occidental's activities subject to such regulations relating to the matters settled by this Consent Order.

603. The DOE shall treat all information provided to it by Occidental pursuant to negotiations which were conducted with respect to this Consent Order as confidential. Nothing herein shall alter or modify in any way the parties' obligations regarding confidentiality set forth in that Mediation Agreement between the DOE, Occidental and other parties entered into by the DOE and Occidental on or about January 13, 1995. Nor shall anything herein be deemed to waive or prejudice any right Occidental may have independent of this Consent Order or such Mediation Agreement regarding the disclosure of confidential information.

VII. Contractual Undertaking

701. It is the understanding and express intention of Occidental and the DOE that this Consent Order constitutes a legally enforceable contractual undertaking that is binding on the parties and their successors and assigns. Notwithstanding any other provision herein, Occidental (and its successors and assigns) and the DOE agree that the sole and exclusive remedy for a breach

of this Consent Order shall be the filing of a civil action in an appropriate United States district court, and the DOE also reserves the right to seek appropriate penalties and interest for any failure to comply with the terms of this Consent Order. The DOE will undertake the defense of the Consent Order, as made effective, in response to any litigation challenging the Consent Order's validity in which the DOE, the FERC or any of their officials or employees is named as a party. Occidental agrees to cooperate with the DOE in the defense of any such challenge. Nothing in this Consent Order shall be construed as preventing Occidental from also participating as a party in such defense.

VIII. Final Order

801. Upon becoming effective, this Consent Order shall be a final order of the DOE having the same force and effect as a remedial order issued pursuant to Section 503 of the DOE Act, 42 U.S.C. 7193, and 10 CFR 205.199B. Occidental hereby waives its right to administrative or judicial review of this Order, but Occidental reserves the right to participate in any such review initiated by a third party.

IX. Effective Date

901. This Consent Order shall become effective as a final order of the DOE on the date that notice to that effect is published in the **Federal Register** (the "Effective Date"). Prior to that date, the DOE will publish notice in the **Federal Register** that it proposes to make this Consent Order final and, in that notice, will provide not less than thirty (30) days for members of the public to submit written comments. The DOE will consider all written comments in deciding whether to adopt the Consent Order as a final order, to withdraw agreement to the Consent Order, or to attempt to renegotiate the terms of the Consent Order.

902. Until the Effective Date, the DOE reserves the right to withdraw consent to this Consent Order by written notice to Occidental, in which event this Consent Order shall be null and void. If this Consent Order is not made effective on or before the one hundred twentieth (120th) day following execution by Occidental, Occidental may, at any time thereafter until the Effective Date, withdraw its agreement to this Consent Order by written notice to the DOE, in which event this Consent Order shall be null and void.

I, the undersigned, a duly authorized representative of Occidental Petroleum Corporation and OXY USA Inc., hereby agree to and accept on behalf of Occidental

Petroleum Corporation and OXY USA Inc. the foregoing Consent Order.

Dated: June 27, 1995.

Donald P. de Brier,
Executive Vice President and General Counsel, Occidental Petroleum Corporation.

I, the undersigned, a duly authorized representative of the United States Department of Energy, hereby agree to and accept on behalf of the Department of Energy the foregoing Consent Order.

Dated: June 27, 1995.

Eric J. Fygi,
Deputy General Counsel, U.S. Department of Energy.

[FR Doc. 95-16608 Filed 7-5-95; 8:45 am]

BILLING CODE 6450-01-P

Environmental Impact Statement for Proposed Medical Isotope Production

AGENCY: Department of Energy.

ACTION: Notice of Intent.

SUMMARY: The Department of Energy (DOE) announces its intent to hold scoping meetings and prepare an Environmental Impact Statement (EIS) on the proposed domestic production of molybdenum-99 (Mo-99) and related medical isotopes (iodine-125, iodine-131, and xenon-133). The EIS will describe the need for and purpose of the proposed action, the alternatives for satisfying the need (as well as a "no action" alternative), and analyze the impacts of producing Mo-99 and related medical isotopes using reasonable alternative facilities.

DATES: Written comments must be postmarked not later than August 7, 1995 to ensure consideration. Comments received after that date will be considered to the extent practicable. The locations, dates and times of the public scoping meetings are included in the Supplementary Information section of this notice, and will also be announced by additional appropriate means. Oral and written comments will be considered equally in the preparation of the EIS.

ADDRESSES: Written comments on the scope of the medical isotope production EIS, or other matters regarding this environmental review, should be addressed to: Mr. Wade Carroll, NEPA Document Manager, Office of Isotope Production and Distribution, NE-70, U.S. Department of Energy, 19901 Germantown Road, Germantown, Maryland, 20874, Attn: Medical Isotope Production EIS. Mr. Carroll may be contacted by telephone at (301) 903-7731, facsimile (301) 903-5434.

FOR FURTHER INFORMATION CONTACT: For general information on the DOE NEPA