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Background

Carbon capture and storage (CCS) is a way of reducing carbon dioxide (CO₂) emissions and is regarded as a measure which could prevent and minimise the harmful effects of climate change.

CCS consists of the capture of CO₂ from industrial installations, its transport to a storage site, and its injection into a suitable underground geological formation for the purposes of permanent storage.

Hence, the injection and storage of CO₂ is the final stage in the CCS process and may be effected both onshore and offshore. In the second case CO₂ is permanently stored in deep geological formations under the seabed that are separated by at least one formation of impermeable rock formations.

Multiple field and pilot projects carried out by many countries have successfully demonstrated the feasibility and safety of geological storage of CO₂ under the seabed (see below).

1. Previous discussion on HELCOM forum

The previous discussion on HELCOM forum has highlighted differences in positions among the Contracting Parties on the issue of covering the geological storage of CO₂ under the seabed by the provisions of the Helsinki Convention (hereinafter referred to as: “**Helsinki Convention**”, “**Convention**” or “**HELCOM**”)

The issue has been raised by Denmark based on the submitted document 8-2 “Scope of HELCOM convention (carbon storage under the seabed)” to the 3rd Informal Consultation Session of the Heads of Delegation (IC HOD 3-2023), which was held online on 14-15 June 2023.

Denmark, “on the background of comparison to” the London Protocol and the OSPAR Convention and “in light of the precautionary principle”, assumed that the HELCOM “prohibition on dumping in HELCOM also entails a prohibition on CO₂ storage”.

Furthermore, Denmark invited HELCOM Contracting Parties to present their reflections on the scope of the prohibition on dumping in relation to carbon storage.

The discussion on IC HoD 3-2023 has reflected differences in positions among the Contracting Parties. Most of them shared the understanding of Denmark that the Helsinki Convention prohibits CO₂ storage and that it should be understood in the context of the Convention that the seabed includes the subsoil thereof. The Session noted, however, that given the terminological difference between “seabed” and “its subsoil” Poland interprets the Helsinki Convention not to prohibit the storage of CO₂ in the subsoil.

At the same time:

*“The Session noted that the HELCOM Expert Groups **do not have the expertise to consider the matter but that it may be appropriate to do so, involving appropriate legal expertise (...).**” (paragraph 8.9 Memo of the IC HoD 3-2023).*

*“The Session recommended that **an external legal expert be commissioned to provide a view of how CO₂ storage relates to the provisions of the Helsinki Convention, taking also into account the interpretations of***

the Contracting Parties and the OSPAR decision and recommendation (c.f. paragraph 8.7 above). The Session invited Contracting Parties to consider funding such legal input, noting that the Secretariat does not have the budget for it” (paragraph 8.13 Memo of the IC HoD 3-2023).

The second informal consultation session of HELCOM Working Group on Reduction of Pressures from Sea-based Sources (IC SEA-BASED PRESSURES 2-2023), held online on 21-23 November 2023, took note that:

“IC HOD 3-2023 discussed carbon capture and storage (CCS) as well as the scope of the Helsinki Convention related to CCS under the seabed. The Session noted that a legal review in this regard is currently being done by Sweden. The Session also took note of the view by Sweden that all potential risks associated with CCS need to be considered in this context, including underwater noise and seabed disturbance.” (paragraph 6.8 Memo of the IC SEA_BASED PRESSURES 2-2023).

Poland, having the above in mind, during the session of HELCOM Working Group on Reduction of Pressures from Sea-based Sources (IC SEA-BASED PRESSURES 3-2024), held in Gothenburg, Sweden, on 2-4 April 2024, presented a document on the carbon capture and storage (CCS) in accordance with the Helsinki Convention. The Session considered the proposal of establishing a draft legal group in order to provide legal expertise in the matter of CCS operations under the Baltic Sea seabed in the light of current provisions of the Helsinki Convention and suggested that *“IC HELCOM 2-2024 would consider the matter further, taking the above discussion into account, and take action as appropriate” (paragraph 9.7 Memo of the IC SEA_BASED PRESSURES 3-2024).*

As a result, IC HELCOM 2-2024 considered the matters related to CCS in accordance with the Helsinki Convention, taking the discussion in paragraphs 9-1-9.7 of the Memo of IC SEA-BASED- PRESSURES 3-2024 into account, taking note of the several comments and views presented by the Contracting Parties.

Finally, IC HELCOM 2-2024 *“recommended that the matter should be considered further by IC HOD 5-2024, taking into account the above discussion and any documents to be submitted to that session by Poland and others” (paragraph 3.21 Memo of the IC HELCOM 2-2024).*

2. Environmental context of permanent CO₂ storage under the Baltic seabed

After capturing from industrial installations, the CO₂ is transformed into a fluid and transported to a storage site (in the form of pipeline transport, waterborne transport, rail transport, and road transport).

The latest stage, namely geological storage of CO₂ involves injecting it into porous rock formations (not caverns, as some may think), forming storage sites or broader – storage complexes, typically at depths of more than 1000 m underground (under the seabed), thereby permanently removing it from the atmosphere.

The previously developed CO₂ storage sites in the area of North Sea, namely: Sleipner and Snøhvit, showed no migration of CO₂ out of the storage complex during their operation¹.

Contrary to the views of several Contracting Parties geological development of both North Sea and Baltic Sea was not significantly, but only partly different² and differences entailing, most of all, glacial impacts, that generally speaking do not influence geological assessment of potential storage complexes.

For the potential projects in the area of Baltic Sea, an outcome similar to the North Sea experiences is expected, and leakage is thus considered to be negligible. Therefore, the CO₂ is assumed to be permanently stored in the area of Baltic Sea as well and will not leave the storage complex after its injection into the formations under the seabed (i.e. into subsoil).

In contrast to the position of several Contracting Parties, environmental impact assessment is not a tool of evaluating a risk connected with general idea of CCS (or its components as geological CO₂ storage), but particular projects fulfilling its concept.

¹ See: Furre A.-K., Meneguolo R., Ringrose P., Kassold S., Building confidence in CCS: From Sleipner to the Northern lights project. First Break, Volume 37, Issue 7, Jul 2019, p. 81 – 87;

² Inter alia, see: Schwarzer K.; Ricklefs K.; Bartholomä A.; Zeiler M. (2008): Geological Development of the North Sea and the Baltic Sea. 2008. Die Küste 74. Heide, Holstein: Boyens. S. 1-17.

3. Legal framework

3.1. EU legislation

3.1.1. Treaties

According to Articles 11 and 191-193 of the Treaty on the Functioning of the European Union, the European Union is competent to act in all areas of environmental policy, including climate change.

Under the European Climate Law, the EU has a legal obligation to become climate-neutral by 2050. This includes an intermediate 2030 target of reducing net greenhouse gas emissions by at least 55%.

Since almost all countries signatory to the Convention belong to the European Union (and EU itself, as supranational organization, is one of the Contracting Parties to HELCOM), the interpretation of the provisions of the Helsinki Convention cannot disregard the fundamental constitutional principles of the EU - international agreements concluded by the EU and the secondary law it creates cannot violate the provisions of the Treaties (i.e. Treaty on European Union, Treaty on the Functioning of the European Union and their protocols).

Notwithstanding the fact that not all the Contracting Parties to HELCOM belong to the European Union there is nothing to prevent EU Member States from adhering to the principle of sincere cooperation, imposing the obligation that both the Union and the Member States shall, in full mutual respect, assist each other in carrying out tasks which flow from the Treaties (see: Article 4(3) Treaty on the European Union). The principle has formed the basis of several judgments rendered by the Court of Justice of the European Union that has ordered EU Member States to **refrain from taking international action capable of affecting the EU's position (and that obviously refers to the rules of interpretation, in particular in relation to Helsinki Convention)**. This obligation of abstention has been found to apply even in case of potential and future conflicts between the international conduct of a Member State, on the one hand, and the EU *acquis*, on the other (in particular, see: *Commission v Finland /BIT/, C-118/07*).

The development of particular aspects of the common climate policy cannot be characterised by a lack of cooperation and coordination between EU and national initiatives.

3.1.2. CCS Directive

Directive 2009/31/EC of the European Parliament and of the Council of 23 April 2009 on the geological storage of carbon dioxide and amending Council Directive 85/337/EEC, European Parliament and Council Directives 2000/60/EC, 2001/80/EC, 2004/35/EC, 2006/12/EC, 2008/1/EC and Regulation (EC) No 1013/2006 (hereinafter referred to as: "**CCS Directive**"), establishes a **legal framework that helps tackle climate change through the environmentally safe geological storage of carbon dioxide (CO₂)**. Among others, CCS Directive establishes following rules to ensure this practice is done safely³:

- Geological CO₂ storage sites must be environmentally safe. They cannot interfere with any bodies of water (because of potential negative effects of CO₂ placed into water-columns) or present any health risks. Determining the suitability of these sites includes a rigorous process of data collection, computer static and dynamic modelling to make a 3D model of the candidate storage complex, sensitivity characterisation by applying various simulations on the 3D model and risk assessments using information gathered from the previous steps.
- Permits are required to use geological storage sites. Permit applications, submitted to the competent authority of the EU country at hand, must include **information such as the expected security of the storage site**, the quantity of CO₂ to be injected, **the measures to prevent significant irregularities and a proposed monitoring plan**.

In connection with the implementation of CCS Directive, each **EU Member State retains the sovereign right to determine the areas from which storage sites may be selected**. As most Member States, Poland allows geological storage of CO₂, and in particular does not restrict it offshore.

³ For further information, see: <https://eur-lex.europa.eu/EN/legal-content/summary/carbon-dioxide-capture-and-storage.html> [access: 09.05.2024].

Poland has determined one storage area, an offshore area, **under the Baltic seabed** - the Cambrian reservoir within the Polish Exclusive Economic Zone (EEZ) - deep geological formations of depleted hydrocarbon deposits and the surrounding area.

3.1.3. NZIA

On 25 April 2024 the European Parliament adopted the Net Zero Industry Act (NZIA) that is conceived to facilitate and enable carbon capture and storage projects and increase the availability of CO₂ storage sites, with a target of 50 million tonnes of annual CO₂ storage capacity by 2030.

In the given context, NZIA identifies an insufficient availability of operating CO₂ storage sites in the Union as *“a key bottleneck for carbon capture investments”*.

3.2. Common international commitments

In contrast to the position of several Contracting Parties, postponing the issue until indefinite future, there is an universal, international commitment to tackle the issue of different interpretations of Helsinki Convention **as soon as possible**.

The commitment originates from Articles 207 (4) and 209 (4) of the United Nations Convention on the Law of the Sea, adopted on 10 December 1982 (hereinafter referred to as: **“UNCLOS”**) providing for that States, acting especially through competent international organizations or diplomatic conference, shall endeavour to establish global and regional rules, standards and recommended practices and procedures to prevent, reduce and control:

- pollution of the marine environment from land-based sources,
- pollution of the marine environment by dumping,
- taking into account:
 - characteristic regional features,
 - the economic capacity of developing States and
 - their need for economic development.

At the same time, such rules, standards and recommended practices and procedures, **including Helsinki Convention** (as regional rules within the meaning of Articles 207 (4) and 209 (4) UNCLOS), **shall be re-examined from time to time as necessary**.

HELCOM definitely constitutes a part of broader system created by UNCLOS.

As Contracting Parties to the Helsinki Convention, we cannot see the situation, where discussion on HELCOM forum has highlighted differences on the issue of covering the geological storage of CO₂ by the Helsinki Convention, **otherwise than as a trigger to take action in order to re-examine its provisions in the form that is conclusive and effective (as to the form see remarks below)**.

4. Legitimate interpretation

Since the Helsinki Convention is a treaty within the meaning of Article 2(1)(a) of the Vienna Convention on the Law of Treaties, adopted on 22 May 1969 (hereinafter referred to as: **“Vienna Convention”**), its interpretation shall be governed by rules of interpretation contained therein.

Therefore, HELCOM shall be interpreted in good faith **in accordance with the ordinary meaning** to be given to the terms of the treaty in their context and in the light of its object and purpose.

On the other hand, there is nothing to prevent Contracting States from making allowances for *“the purpose and intentions of the Convention”*, as noted by IC SEA_BASED PRESSURES 3-2024.

However, it is worth noting that contrary to expectations of some Contracting States, due to above-mentioned commitments arising out of UNCLOS, an approach assuming that a normative act (including HELCOM) fixes its meaning on the date it is adopted proved to be unfounded. Additionally, such reasoning seems completely counterintuitive. As time passes, the legal and environmental context of a normative act (including HELCOM) may change. They generate new variations of the problem which gave rise to such normative act, unanticipated gaps and ambiguities proliferate, as in case of CCS technology. Needless to say, while adopting the Convention in 1992 the lawmaker (Contracting Parties) was not even aware of challenges presented by CCS, including CO₂ storage.

Therefore “*the purpose and intentions of the Convention*” shall be interpreted in the light of so-called dynamic statutory interpretation (taking into account contemporary, and not historical, context) from the following perspectives:

- environmental,
- socioeconomical and
- legal.

All the given perspectives are reflected in the broad context of both CCS Directive and NZIA.

5. Prohibitions and obligations arising out of the Helsinki Convention

There are two different concepts of affecting marine environment that are prohibited under the Helsinki Convention:

- **pollution** – i.e. the introduction by man, directly or indirectly, of substances or energy **into the sea**, which are liable to: create hazards to human health, harm living resources and marine ecosystems, cause hindrance to legitimate uses of the sea, impair the quality for use of sea water and lead to a reduction of amenities;
- **dumping** – i.e. in the interesting context: any deliberate disposal **at sea or into the seabed** of wastes or other matter from ships, other man-made structures at sea or aircraft;

At the same time, theoretically three different elements of environment may be affected:

- water-body (i.e. water column, sometimes referred to as: “body of water”);
- seabed;
- subsoil.

Definitely, **CO₂ storage - as conceived by CCS Directive - is not a matter of injecting CO₂ into the sea, directly or even indirectly. The storage is effected within reservoir rocks, both under water-body and seabed.** For this reason alone, such an activity does not fall within the meaning of the term “pollution”.

On the other hand, having in mind some misunderstandings among Contracting Parties, when considering CO₂ storage in the light of the term “dumping”, a key issue is the reference to the disposal of waste or other materials **at sea or into the seabed**. Here again, dumping “at sea” refers to the water column (water-body) and the geological CO₂ storage does not involve injecting CO₂ into the water. Besides it is prohibited by CCS Directive itself.

The term “*seabed*” refers to the **top-surface of earth** in seas and oceans, also known as the **seafloor or ocean floor**. This surface has a *topography*, which is directly related to the nature of its *subsurface* geology, **modified by ocean currents and sedimentary processes**⁴. The term “seabed” have an established meaning in science (geography, geology and law) and is used intentionally in the given context. **The seabed is therefore defined by (i.e. ordinary meaning within the meaning of Vienna Convention) (1) seafloor (i.e. the surface of Earth beneath the water column) and (2) the area of influence of surface factors affecting the shape of that seafloor.**

Hence, the activity of geological CO₂ storage under the seabed of the Baltic Sea (according to the rules arising out of CCS Directive), in deep layers of reservoir rocks (and not seabed), does not constitute “dumping” within the meaning of HELCOM as well.

At the same time, “dumping” does not include: *the disposal at sea of wastes or other matter incidental to, or derived from the normal operations of ships, other man-made structures at sea or aircraft and their equipment, other than wastes or other matter transported by or to ships, other man-made structures at sea or aircraft, operating for the purpose of disposal of such matter or derived from the treatment of such wastes or other matter on such ships, structures or aircraft / placement of matter for a purpose other than the mere disposal thereof, provided that such placement is not contrary to the aims of the present Convention.*

⁴ Inter alia, see: Braathen A., Brekke H., *The Law of the Seabed. Access, Uses, and Protection of Seabed Resources*, Brill | Nijhoff 2020, p. 21-35.

As a result, all the more reason “dumping” does not refer to geological CO₂ storage, based on the assumptions that:

- CO₂ is permanently separated from the atmosphere;
- underground dissolved CO₂ reacts with the reservoir rocks and fluids to form a new mineral – so-called mineral trapping or mineral precipitation and the main precipitates are kaolin, pyrite, calcite, and iron calcite that may be economically used in the future for the benefit of future generations;
- so it is not performed for the purpose of mere disposal.

When it comes to regulation of subsoil, it is limited to Article 12 of the Convention, providing that each Contracting Party shall take all measures in order to prevent pollution of the marine environment of the Baltic Sea Area resulting from exploration or exploitation of its part of the seabed and the subsoil.

The injection of CO₂ into the subsoil for the purpose of CCS concept will therefore fall within the concept of “exploitation of the seabed and its subsoil” referred to in Article 12(1) of the Convention and the measures to prevent pollution of the marine environment are regulated by CCS Directive (implemented regulation).

In order to clarify some further obvious misunderstandings among Contracting Parties, it is worth noting that operations constituting injection (in isolation from storage) definitely do not fall within the meaning of either the term “pollution” or the term “dumping”. Neither do operations that comprise prospecting for or exploration of a underground carbon dioxide storage complex (falling within the meaning of “exploration” in the light of Article 12). As a result, they are not prohibited in isolation from CO₂ storage as well. Additionally, in terms of their environmental impact, they do not pose a threat greater than flow/noise/vibrations characteristic for any other form of exploitation of seabed or subsoil (e.g. pipelines, windmills etc.) that are not called into question by Contracting Parties.

In this way, none of the activities that may constitute exploitation of the shelf (in particular: extraction of hydrocarbons or geological CO₂ storage) **are explicitly or implicitly prohibited under the Helsinki Convention.**

6. Discussion of arguments raised on the forum of HELCOM

In the course of previous discussion on the forum of HELCOM following arguments have been raised against the possibility of CCS operations under Baltic’s seabed:

- “precautionary principle should be followed, in accordance with the Helsinki Convention”;
- a kind of an analogical reasoning and partly historical interpretation in relation to so-called **London Convention** (Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, London, 1972, entry into force: 30 August 1975) and its 1996 Protocol (as amended 2006, so-called: **London Protocol**).

The above-mentioned precautionary principle is undoubtedly prominent in numerous international instruments designed to guard against marine pollution, including as a binding legal principle under the Helsinki Convention.

However, in the given circumstances the allegation of several Contracting Parties, based on so-called precautionary principle, is a complete misconception of its legal nature.

According to Article 4 (2) Helsinki Convention:

*“The Contracting Parties shall apply the precautionary principle, i.e., to take preventive measures **when there is reason to assume that substances or energy introduced, directly or indirectly, into the marine environment may create hazards** to human health, harm living resources and marine ecosystems, damage amenities or interfere with other legitimate uses of the sea even when there is no conclusive evidence of a causal relationship between inputs and their alleged effects.”*

Such an unusual application of the principle, conceived by several Contracting Parties, provokes our justified criticism because of the almost impossible task of proving a negative proposition (a kind of reversal of burden of proof) that the operations in question within marine environment are unable to create defined hazards.

On the contrary, the precautionary principle should only be applied in those cases where there is genuine uncertainty or ignorance on relevant scientific matters and there is a risk of substantial impairment to the environment. And this is not the case with CCS technology that is scientifically verified and legally regulated

by CCS Directive, implemented into domestic legislation, so there is no room for any kind of uncertainty at all. It cannot be used to prop up considerations that are unsupported by tenable evidence.

It focuses explicitly on identifying ways to respond effectively to wide-ranging **uncertainty**, and hence to ensure examination of the **limits of knowledge about environmental process and the effects of human activities**⁵. The knowledge about CO₂ storage technology and its environmental impacts has already been obtained, both in theoretical and in practical terms, in particular on the basis of experiences gained on a variety of storage sites in the area of North Sea.

First of all, CCS operations do not induce any introduction of substances or energy introduced into the marine environment, as already demonstrated above. On the contrary, they are intended to separate CO₂ from the environment and its marine component.

There is no reason to assume that CO₂ introduced into the reservoir rocks within subsoil would, directly or indirectly, get into the marine environment or even more create specified hazards.

Additionally, the outcome of its application (namely the precautionary principle) may not substantially deviate from results of literal interpretation of the remaining part of the regulation (demonstrated above).

Vienna Convention (Article 31) requires interpreting the HELCOM in a way that - as far as possible - corresponds with the literal meaning of the provisions. The final will of the parties to the treaty should emerge from the text of the provisions that manifest the parties' intentions.

The precautionary principle may not constitute an alternative system of rules under Helsinki Convention that violate permanently any remaining part of its provisions, in particular Article 12, providing unambiguous regulation of *"exploitation of the seabed and its subsoil"*.

In the given circumstance, application of precautionary principle entails an obvious risk of uncontrolled extensive interpretation of Helsinki Convention that violates basic rules of international law interpretation.

Ultimately, such a consistent application of precautionary principle would undermine values of London Protocol and CCS Directive that are based on the general idea of environmentally safe geological CO₂ storage sites. Providing that CCS operations are allowed under London Protocol, it is impossible to understand that similar activities under Helsinki Convention would give rise to an assumption that they *"may create hazards to human health, harm living resources and marine ecosystems, damage amenities or interfere with other legitimate uses of the sea."*

In the context of supposedly intended analogical reasoning to various international maritime agreements, the relevance of the London Convention (the original wording, in force since 1975) to CO₂ storage is limited and it only applies to storage conducted from aircraft and vessels and platforms **in the water column. It does not only apply to activities in the ocean's subsoil, but also within seabed itself.** In contrast, the London Protocol, is much more relevant to CO₂ storage. The Protocol adopts a more extensive idea of dumping at sea than the London Convention. In addition, the London Protocol prohibits all dumping except for exhaustive "reverse list". In result, in contrary to the standpoint of several Contracting Parties, **London Protocol is much more about creating legal framework (legal ramifications) for CO₂ storage than allowing such an activity.** Besides, the London Protocol introduced similar mechanism of applying precautionary principle (its Article 4 – general obligations) that is triggered on the same principle of existing *"reason to believe that wastes or other matter introduced into the marine environment are likely to cause harm"*. In result, it would prevent Contracting Parties of London Protocol from performing CCS activities in a similar way.

Finally, according to CCS Directive (see: Preamble (12)):

"At the international level, legal barriers to the geological storage of CO₂ have been removed through the adoption of related risk management frameworks under the 1996 London Protocol to the 1972 London Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter (1996 London Protocol) and under the Convention for the Protection of Marine Environment of the North East Atlantic (OSPAR Convention)."

In result, EU lawmaker does not treat Helsinki Convention as a barrier to the geological storage of CO₂.

⁵ See: Gullet W., *Frontiers in International Environmental Law: Oceans and Climate Challenges: Essays in Honour of David Freestone*, Brill 2021, p. 368-406.

Therefore, a kind of an analogical reasoning, combined partly with historical interpretation, is completely unfounded under the given circumstances.

7. The most appropriate mean of tackling the issue

Poland, despite differing from several other Contracting Parties in their legal interpretation of the Helsinki Convention, is committed to support fostering discussions on CCS in the Baltic Sea region.

Poland joins the discussion initiated by Denmark on the IC HoD 3-2023 with the aim to clarify the issues of CCS in the light of current provisions of the Helsinki Convention.

Therefore, Poland supports the establishment of a drafting group with legal expertise to harmonize the interpretation of HELCOM among Contracting Parties and not any other theoretical mean of tackling the issue.

Summarising arguments that have been raised already on the part of Poland:

- since there is no implicit or explicit prohibition of geological CO₂ storage under the Helsinki Convention, it is useless to consider amendments to the Helsinki Convention;
- the Helsinki Convention, as a normative act, is not suited to regulate every case that raises doubts among Contracting Parties, rendering the Convention too casuistic and therefore not flexible enough to be applicable at all;
- the Convention shall express generally applicable rules, otherwise, it impairs its effectiveness;
- due to the current geopolitical situation concerning Russian Federation any official HELCOM amendments are out of the question, amendments to the Convention are not a viable way of addressing the matter;
- commissioning an external legal expert in order to provide an expertise on the matter would not be effective:
 - having regard to the financial constraints of the HELCOM Secretariat;
 - considering possible objections to impartiality and not legitimate outcomes of an expertise.

On the other hand, as proposed, establishing a draft legal group enables:

- avoiding possible objections as to partiality of an external expert;
- taking position of each Contracting Party (except for Russian Federation that does not actively partake in current works of HELCOM) into account;
- reaching common understanding of the Convention among Contracting Parties that would be easier to enforce in the future;
- financing participation of domestic experts according to each Party's interest and financial capabilities;
- preserving sovereign right of each Contracting Party, being member of EU, either to determine areas within their territory from which storage sites may be selected or not to allow any storage in parts or on the whole of its territory.

Action requested

The Session is invited to:

- discuss a way forward handling the issues raised on the matter of HELCOM and CCS;
- decide on establishing a draft legal group in order to provide legal expertise in the matter of CCS operations under the Baltic seabed in the light of current provisions of the Helsinki Convention and if the establishment of a legal group is not supported a legal task force e.g. within WG Sea-based pressures could be established instead.