

AGREED JOINT SUBMISSION BETWEEN THE APPLICANT AND BP

This position statement has been agreed between Orsted Hornsea Project Four Limited (the Applicant) and bp Exploration Operating Company Limited (bp) in response to the Secretary of State's Request for Information dated 3 March 2023.

Status of Negotiations

The Applicant and bp confirm that negotiations between the parties are ongoing, with good progress having been made since the close of the Hornsea Four Examination.

The parties are continuing to work together to find a mutually acceptable solution to the overlap of the Hornsea Four offshore wind farm and the Endurance carbon store and will update the Secretary of State as soon as possible when these negotiations have concluded.

The parties expect that agreement will be reached between them prior to the revised Hornsea Four DCO decision date of 12 July 2023.

Protective Provisions

The Secretary of State has requested protective provisions to cater for a scenario where he takes the view that the projects cannot co-exist and therefore an exclusion zone is necessary, but that the Interface Agreement remains in place. The Secretary of State has requested an agreed set of protective provisions to address this scenario, if possible.

The parties maintain their respective positions on the requirement for, and the merits of, the protective provisions submitted by each of them into Examination. For the Applicant, this is the form of protective provisions included in the draft DCO submitted at Deadline 7 (**REP7-039**) and for bp, this is the form of protective provisions set out in Annex 4 of its Deadline 8 submission (**REP8-023**).

Without prejudice to their respective positions, the Applicant and bp have prepared the form of protective provisions appended to this submission as requested by the Secretary of State.

The parties confirm that the plan to accompany the protective provisions appended to this submission is that proposed by bp at Annex 3 of its Deadline 6 response (**REP6-046**) which has been re-attached to this submission for ease of reference.

APPENDIX

SCHEDULE [], PART []
Protection for Carbon Dioxide
Appraisal and Storage Licensee

Application:

1. The provisions of this Part of this Schedule have effect for the Protection of the Licensee from time to time of United Kingdom Carbon Dioxide Appraisal and Storage Licence CS001 unless otherwise agreed in writing between the undertaker and the Licensee.
2. The provisions of this Part of this Schedule shall no longer have effect if the Licence is terminated and no longer has effect.

Interpretation:

3. In this Part of this Schedule—

“Applicable Laws” means applicable laws, rules, orders, guidelines and regulations, including without limitation, those relating to health, safety and the environment and logistics activities such as helicopter and vessel operations;

“BP Exploration Operating Company Limited” means BP Exploration Operating Company Limited, with Company Registration Number 00305943, whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex TW16 7BP;

“Carbon Sentinel Limited” means Carbon Sentinel Limited, with Company Registration Number 08116471, whose registered office is at 1-3 Strand, London WC2N 5EH;

"Exclusion Area" means any area within the area hatched orange on the Protective Provisions Plan and as delineated in the Table of Co-Ordinates;

“Good Offshore Wind Farm Construction Practice” means the application of those methods and practices customarily used in construction of wind farms in the United Kingdom Continental Shelf with that degree of diligence and prudence reasonably and ordinarily exercised by experienced operators and contractors engaged in the United Kingdom Continental Shelf in a similar activity under similar circumstances and conditions;

“Interface Agreement” means the agreement dated 14 February 2013 between (1) The Crown Estate Commissioners (2) Carbon Sentinel Limited and (3) Smart Wind Limited, as varied and adhered to by an agreement dated 12 September 2016 between (1) The Crown Estate Commissioners (2) Smart Wind Limited (3) Carbon Sentinel Limited and (4) the Undertaker, a Deed of Covenant and Adherence dated 10 February 2021 between (1) The Crown Estate Commissioners (2) the Undertaker (3) Smart Wind Limited (4) Carbon Sentinel Limited and (5) BP Exploration Operating Company Limited and a Deed of Covenant, Variation and Adherence dated 13 February 2023 between (1) The Crown Estate Commissioners (2) the Undertaker and (3) BP Exploration Operating Company Limited, or such other agreement as may be entered into by the parties in substitution for those agreements;

“Licence” means the United Kingdom Carbon Dioxide Appraisal and Storage Licence CS001 (including (where required by the North Sea Transition Authority (or any successor body)) any replacement Carbon Dioxide Appraisal and Storage Licence which may be granted to the Licensee by the relevant authority during the term of, and on substantially the same terms as, the Carbon Dioxide Appraisal and Storage Licence CS001);

“Licensee” means the licensee from time to time of the Licence;

"Notification Area" means any area within the area hatched blue on the Protective Provisions Plan and as detailed in the Table of Co-Ordinates;

“Plan of the undertaker’s Works” means a construction programme, method and details of the proposed location of the authorised project and minimum requirements known at that time such as safety in accordance with Good Offshore Wind Farm Construction Practice and Applicable Laws to enable the undertaker to construct and operate the authorised project within the Notification Area;

“Smart Wind Limited” means Smart Wind Limited, with Company Registration Number 07107382, whose registered office is at 5 Howick Place, London, England SW1P 1WG;

“The Crown Estate Commissioners” means The Crown Estate Commissioners on behalf of Her Majesty the Queen, acting in exercise of the powers of the Crown Estate Act 1961;

"the Protective Provisions Plan" means the plan entitled Endurance Store Protective Provisions Plan and certified as the Endurance Store Protective Provisions Plan for the purposes of this Part of this Schedule;

"the Table of Co-Ordinates" means the following table:

Exclusion Area	
Latitude	Longitude
54°8'51.929"N	1°0'34.075"E
54°9'13.497"N	1°0'43.850"E
54°10'49.480"N	0°58'21.782"E
54°12'37.143"N	0°58'31.095"E
54°12'17.413"N	1°12'18.263"E
54°10'48.297"N	1°15'35.528"E
54°9'52.770"N	1°13'54.364"E
54°8'17.458"N	1°11'0.989"E
Notification Area	
Latitude	Longitude
54°7'57.201"N	1°0'9.286"E
54°8'51.943"N	1°0'34.082"E
54°8'17.458"N	1°11'0.989"E
54°9'52.770"N	1°13'54.364"E
54°7'57.603"N	1°13'55.408"E

The undertaker's Works

4. The undertaker must not construct any of the authorised project within the Exclusion Area.
5. The undertaker must not commence construction of any of the authorised project within the Notification Area unless the undertaker has submitted to the Licensee, not less than 56 days' prior, a Plan of the undertaker's Works within that area.
6. Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing construction, a new plan, instead of the plan previously submitted in accordance with paragraph 5 above.

Interface Agreement

7. Nothing in this Part of this Schedule shall affect any rights or obligations of the Licensee or the undertaker under the terms of the Interface Agreement.

Notices

8. Any notice or other written communication required shall be sufficient if made or give to the other Party by personal delivery or by first class post, postage prepaid, to the address set out below:

if to the undertaker, at:

Jamie Baldwin, Hornsea Four Development Project Director

Email: [REDACTED]@orsted.com

Address: 5 Howick Place, London, SW1P 1WG

By way of copy to Francesca De Vita, Senior Lead Legal Counsel

Email [REDACTED]@orsted.com

Address: 5 Howick Place, London, SW1P 1WG

if to the Licensee at:

Andy Lane, VP hydrogen, UK

Email: [REDACTED]@uk.bp.com

Address: Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7BP

By way of copy to Clare Haley

Email: [REDACTED]@uk.bp.com

Address: Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7BP

9. Notices or written communications made or given by personal delivery shall be deemed to have been sufficiently made or given when sent (receipt acknowledged), or if posted, 5 business days after being placed in the post, postage prepaid, or upon receipt, whichever is sooner.