

**DMPC Decision – PCD 1175****Title: Memorandum of Terms of Occupation – Hosted Bodies****Executive Summary:**

MOPAC host the National Counter Terror Policing Head Quarters (NCTPHQ), the National Police Chiefs' Council (NPCC) and the National Police Coordination Centre (NPoCC). As such MOPAC is the legal entity that enters into contracts and property arrangements on their behalf. This paper seeks to regularise the on-going occupation requirements of the three bodies. The costs of the occupation agreements are funded by the three bodies.

**Recommendation:**

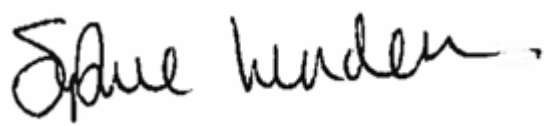
The Deputy Mayor for Policing and Crime is recommended to:

1. To renew the Memorandum of Terms of Occupation (MOTO) agreements for one and three year terms respectively at a cost set out in Part Two, noting that costs will be met from within existing resources by NCTPHQ
2. To renew the Memorandum of Terms of Occupation (MOTO) agreements for a three year term at a cost set out in Part Two, noting that costs will be met from within existing resources by NPCC
3. To renew the Memorandum of Terms of Occupation (MOTO) agreements for a three year term at a cost set out in Part Two, noting that costs will be met from within existing resources by NPoCC

**Deputy Mayor for Policing and Crime**

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

**Signature****Date 27/04/2022**

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE DMPC**

### **1. Introduction and background**

- 1.1. The existing occupancy arrangements for each of the three bodies expired on 31 March 2020, and they have remained in occupation while the negotiations have taken place.

### **2. Issues for consideration**

- 2.1. The three bodies have identified a need for on-going occupation of the site for up to three years.
- 2.2. The detail of the location, space to be occupied and the costs is set out in the restricted section of this report.

### **3. Financial Comments**

- 3.1. The three hosted bodies have confirmed that the respective cost of the occupancy memoranda will be met by them. There will be no liability to MOPAC.

### **4. Legal Comments**

- 4.1. In carrying out its functions, the MOPAC may, under paragraph 7, Schedule 3 of “the Act” “do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office.” This includes entering into contracts and other agreements, in addition to acquiring and disposing of property (including land) under paragraph 7 (2) (b) of Schedule 3 of “the Act”.
- 4.2. Paragraph 4.16 of the Mayor’s Office for Policing and Crime (MOPAC) Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime (DMPC) with delegated authority to approve all business cases to acquire or renew a leasehold with a value in excess of £500,000 over the initial lease period or 5 years whichever is the lesser.

### **5. Commercial Issues**

- 5.1. Details of the commercial issues are set out in the restricted section of this report.

### **6. GDPR and Data Privacy**

- 6.1. MOPAC will adhere to the Data Protection Act (DPA) 2018 and ensure that any organisations who are commissioned to do work with or on behalf of MOPAC are fully compliant with the policy and understand their GDPR responsibilities.
- 6.2. The MPS assure that as the project does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.

## **7. Equality Comments**

- 7.1. MOPAC is required to comply with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 7.2. MPS assure that there are no equality or diversity issues arising from this paper.

## **8. Background/supporting papers**

- Appendix 1a MPS Report - Memorandum of Terms of Occupation (MOTO) renewal for the National Counter Terrorism Policing Headquarters (NCTPHQ)
- Appendix 1b MPS Report - Memorandum of Terms of Occupation (MOTO) renewal for the National Police Chiefs' Council (NPCC)
- Appendix 1c MPS Report - Memorandum of Terms of Occupation (MOTO) renewal for the National Police Coordination Centre (NPoCC)

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOIA) and will be made available on the MOPAC website following approval.

If immediate publication risks compromising the implementation of the decision it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary.

**Part 1 Deferral:**

Is the publication of Part 1 of this approval to be deferred? NO

If yes, for what reason:

Until what date: N/A

**Part 2 Confidentiality:** Only the facts or advice considered as likely to be exempt from disclosure under the FOIA should be in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a **Part 2** form – YES

**ORIGINATING OFFICER DECLARATION**

*Tick to confirm statement (✓)*

**Financial Advice:**

The Strategic Finance and Resource Management Team has been consulted on this proposal.

✓

**Legal Advice:**

The MPS legal team has been consulted on the proposal.

✓

**Equalities Advice:**

Equality and diversity issues are covered in the body of the report.

✓

**Commercial Issues**

Commercial issues are covered in the body of the report.

✓

**GDPR/Data Privacy**

GDPR compliance issues are covered in the body of the report .

✓

**Drafting Officer**

Alex Anderson has drafted this report in accordance with MOPAC procedures.

✓

**Director/Head of Service:**

The interim MOPAC Chief Finance Officer and Director of Corporate Services has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.

✓

**Chief Executive Officer**

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Deputy Mayor for Policing and Crime.

**Signature**



**Date 25/04/2022**



**Memorandum of Terms of Occupation (MOTO) renewal for the National Counter Terrorism Policing Headquarters (NCTPHQ)**

**Portfolio and Investment Board – March 2022  
MOPAC Investment Advisory Monitoring – April 2022**

**Report by the Director of Property Services on behalf of the Chief of Corporate services**

**Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC**

**Summary**

This report seeks approval to renew the Memorandum of Terms of Occupation (MOTO) agreements in respect of National Counter Terrorism Policing Headquarters (NCTPHQ). The financial impact on the budget and medium-term financial plan is set out in Part Two.

**Recommendations**

The Deputy Mayor for Policing and Crime, via the Investment Advisory and Monitoring meeting (IAM), is asked to:

- 1. To renew the MOTO agreements for one and three year terms respectively at a cost set out in Part Two, noting that costs will be met from within existing resources by NCTPHQ.**

**Time sensitivity**

A decision is required from the Deputy Mayor by the end of April 2022 because any delay could jeopardise the current commercial terms being offered.

**Non-confidential facts and advice to the Deputy Mayor for Policing and Crime**

**Introduction and background**

1. The National Counter Terrorism Policing Headquarters (NCTPHQ) have occupied office accommodation in London for a number of years. They have occupied accommodation under informal licence agreements known as MOTOs (Memorandum of Terms of Occupation). This report focuses on NCTPHQ, whose existing occupancy agreements expired on 31<sup>st</sup> March 2020. They have remained in occupation, pending negotiations over the renewal of the MOTO agreements.
2. As NCTPHQ are a 'Hosted Body' the governance and funding for the accommodation sits with them rather than the MPS. However, MOPAC is the legal entity that enters into contracts, including property agreements, on behalf of the Body under a Collaboration Agreement under s.22A Police Act 1996.
3. The accommodation occupied by the NCTPHQ is detailed specifically in the Part Two PIB submission.
4. The NCTPHQ team are due to relocate to another location within MOPAC's portfolio in 2023. Given this timing, a requirement for three new short-term MOTO agreements for the existing accommodation is required. Knight Frank LLP were subsequently instructed to pick up

negotiations with the Landlord's representative and formalise NCTPHQ's occupation in the existing accommodation.

5. After extensive negotiations with the Landlord's representative, terms for three new MOTO agreements have been agreed and are detailed in PIB Part Two.
6. The proposed new agreements largely mirror the terms of the existing agreements, save for modernisation. NCTPHQ have considered the terms of the new MOTO agreements through their own governance process and no specific issues arose for consideration by MOPAC.
7. An overall Licence Payment as set out in Part Two shall be paid by NCTPHQ via MOPAC, which is inclusive of VAT, but exclusive of business rates and service charge.

#### **Issues for consideration**

1. Renewal of the MOTO agreements within the existing accommodation will negate an immediate requirement for NCTPHQ to vacate.
2. NCTPHQ's Landlord's headlease is due to expire in February 2026, hence the requirement to renew the MOTO in the short-term ahead of relocation elsewhere on the MOPAC estate.

#### **Financial, Commercial and Procurement Comments**

1. NCTPHQ currently occupy at an annual rent which is detailed in PIB Part Two. Approval from MOPAC is sought in order to enter into the new MOTO agreement for NCTPHQ at a cost set out in Part Two.
2. The 2021/22 budget includes provision to meet the increased costs and the regularisation of this agreement. The funding for the accommodation sits with NCTPHQ rather than the MOPAC.
3. A more detailed breakdown of costs is included in the PIB Part Two submission.

#### **Legal Comments**

1. In carrying out its functions, the MOPAC may, under paragraph 7, Schedule 3 of "the Act" "do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office." This includes entering into contracts and other agreements, in addition to acquiring and disposing of property (including land) under paragraph 7 (2) (b) of Schedule 3 of "the Act".
2. Paragraph 4.16 of the Mayor's Office for Policing and Crime (MOPAC) Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime (DMPC) with delegated authority to approve all business cases to acquire or renew a leasehold with a value in excess of £500,000 over the initial lease period or 5 years whichever is the lesser. The proposed new MOTO agreements for NCTPHQ has a value in excess of £500,000 and is therefore presented to MOPAC for approval and to enable Property Services to commence the legal formalities and conclude the agreements.
3. Property Services wish to document the new MOTO agreements, as a matter of urgency, noting that the Landlord is pressing for this matter to be resolved. This office accommodation is required in the short-term for the ongoing operational needs of the NCTPHQ, alternative accommodation on the MOPAC Estate is prepared for occupation. A delay to this process may frustrate the Landlord and potentially undermine the commercial position of NCTPHQ and the agreements negotiated.

#### **Equality Comments**

1. There are considered to be no equality or diversity issues arising from this paper.
2. The following five key objectives agreed by the London Recovery Board have been considered when negotiating the extended terms of occupancy under the MOTO agreement :
  - To reverse the pattern of rising unemployment and lost economic growth caused by the economic scarring of Covid-19
  - Narrow social, economic and health inequalities
  - Help young people to flourish with access to support and opportunities
  - Support our communities, including those most impacted by the virus
  - Accelerate delivery of a cleaner, greener London
3. The MPS is fully aware of the implications and requirements under The Anchor Institution Charter, which does not apply in this instance.

### **Privacy Comments**

1. There are no privacy issues identified through the Data Protection Impact Assessment (DPIA) completed for this work. The project does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.
2. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
3. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.
4. The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the project meets its compliance requirements.

### **Real Estate Implications**

5. The property currently occupied by NCTPHQ currently forms part of the MOPAC estate allocated for disposal.

### **Background/supporting papers**

NCTPHQ November 2021 Accommodation Briefing Note

### **Paper Author**

Tara Dalton – Head of Estates and Asset Management – Property Services Department

### **Part 2 – This section refers to the details of the Part 2 business case which is NOT SUITABLE for MOPAC Publication.**

The Government Security Classification marking for Part 2 is:  
OFFICIAL-SENSITIVE [COMMERCIAL]

PIB Part 2 of MOTO agreements - exempt for the following reasons:

Exempt under Article 2(2)(a) of the Elected Local Policing Bodies (Specified Information) Order 2011 (Data Protection Section 43 – Commercial Interests).

This paper will be reviewed in 5 years to confirm if it will cease to be exempt at that time.





**Memorandum of Terms of Occupation (MOTO) renewal for the National Police Chiefs' Council (NPCC)**

**Portfolio and Investment Board – March 2022  
MOPAC Investment Advisory Monitoring - April 2022**

**Report by the Director of Property Services on behalf of the Chief of Corporate Services**

**Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC**

**Summary**

This report seeks approval to renew the Memorandum of Terms of Occupation (MOTO) agreement in respect of accommodation occupied by the National Police Chiefs' Council (NPCC). The financial impact on the budget and medium-term financial plan is set out in Part Two.

**Recommendations**

The Deputy Mayor for Policing and Crime, via the Investment Advisory and Monitoring meeting (IAM), is asked to:

1. **To renew the MOTO agreement for a three-year term at a cost set out in Part Two, noting that costs will be met from within existing resources by NPCC.**

**Time sensitivity**

A decision is required from the Deputy Mayor by the end of April 2022 because any delay could jeopardise the current commercial terms being offered.

**Non-confidential facts and advice to the Deputy Mayor for Policing and Crime**

**Introduction and background**

1. The National Police Chiefs' Council (NPCC) have occupied office accommodation in London for a number of years. They have each occupied separate floors on informal licence agreements known as MOTOs (Memorandum of Terms of Occupation). This report focuses on NPCC, whose existing occupancy agreement expired on 31<sup>st</sup> March 2020. They have remained in occupation, pending negotiations over the MOTO agreement renewal.
2. As NPCC are a 'Hosted Body' the governance and funding for the accommodation sits with NPCC rather than MPS. However, MOPAC is the legal entity that enters into contracts, including property agreements, on behalf of the Body under a Collaboration Agreement under s.22A Police Act 1996.
3. The accommodation occupied by NPCC is detailed specifically in the Part Two PIB submission.
4. The accommodation occupied by NPCC is in close proximity to various UK government buildings, which is an operational requirement of NPCC.
5. Due to the operational requirement of NPCC to remain in Westminster, there are no alternative locations within MOPAC's portfolio to help accommodate them.

6. Given the timescale to find and negotiate terms for new office accommodation, a requirement for a new short-term MOTO agreement for the existing accommodation was identified. Knight Frank LLP were subsequently instructed to pick up negotiations with the Landlord's representative and formalise NPCC's occupation in the building.
7. After extensive negotiations with the Landlord's representative, terms for a new MOTO agreement has been agreed and are detailed in PIB Part Two.
8. A Licence Payment as set out in Part Two shall be paid by NPCC via MOPAC, which is inclusive of VAT, but exclusive of business rates and service charge.

#### **Issues for consideration**

1. Renewal of the MOTO agreement will negate an immediate requirement for NPCC to vacate.
2. NPCC's Landlord's headlease is due to expire in February 2026, hence the requirement to renew the MOTO in the short-term and seek new office accommodation in the long term.

#### **Financial, Commercial and Procurement Comments**

1. NPCC currently occupy at an annual rent which is detailed in PIB Part Two. Approval from MOPAC is sought to enter into a new MOTO agreement for NPCC at a cost set out in Part Two.
2. The 2021/22 budget includes provision to meet the increased costs and the regularisation of this agreement. The funding for the accommodation sits with NPCC rather than MOPAC.
3. A more detailed breakdown of costs is attached at Part Two.

#### **Legal Comments**

1. In carrying out its functions, the MOPAC may, under paragraph 7, Schedule 3 of "the Act" "do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office." This includes entering into contracts and other agreements, in addition to acquiring and disposing of property (including land) under paragraph 7 (2) (b) of Schedule 3 of "the Act".
2. Paragraph 4.16 of the Mayor's Office for Policing and Crime (MOPAC) Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime (DMPC) with delegated authority to approve all business cases to acquire or renew a leasehold with a value in excess of £500,000 over the initial lease period or 5 years whichever is the lesser. The proposed new MOTO agreement has a value in excess of £500,000 and is therefore presented to MOPAC for approval and to enable Property Services to commence the legal formalities.
3. Property Services wish to document the new MOTO agreement, as a matter of urgency, noting that the Landlord is pressing for this matter to be resolved. This office accommodation is required in the short-term for the ongoing operational needs of NPCC, whilst a long-term solution is identified. A delay to this process may frustrate the Landlord and potentially undermine the commercial position of NPCC.

#### **Equality Comments**

1. There are considered to be no equality or diversity issues arising from this paper.
2. The following five key objectives agreed by the London Recovery Board have been considered when negotiating the extended terms of occupancy under the MOTO agreement:
  - To reverse the pattern of rising unemployment and lost economic growth caused by the economic scarring of Covid-19

- Narrow social, economic and health inequalities
  - Help young people to flourish with access to support and opportunities
  - Support our communities, including those most impacted by the virus
  - Accelerate delivery of a cleaner, greener London
3. The MPS is fully aware of the implications and requirements under The Anchor Institution Charter, which does not apply in this instance.

### **Privacy Comments**

1. There are no privacy issues identified through the Data Protection Impact Assessment (DPIA) completed for this work. The project does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.
2. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
3. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.
4. The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the project meets its compliance requirements.

### **Real Estate Implications**

5. This property currently occupied by NPCC currently forms part of the MOPAC estate allocated for disposal.

### **Background/supporting papers**

NPCC November 2021 Accommodation Briefing Note

### **Paper Author**

Tara Dalton – Head of Estates and Asset Management – Property Services Department

### **Part 2 – This section refers to the details of the Part 2 business case which is NOT SUITABLE for MOPAC Publication.**

The Government Security Classification marking for Part 2 is:  
OFFICIAL-SENSITIVE [COMMERCIAL]

PIB Part 2 of MOTO agreement - is exempt for the following reasons:

Exempt under Article 2(2)(a) of the Elected Local Policing Bodies (Specified Information) Order 2011 (Data Protection Section 43 – Commercial Interests).

This paper will be reviewed in 5 years to confirm if it will cease to be exempt at that time.



MAYOR OF LONDON  
OFFICE FOR POLICING AND CRIME

## Memorandum of Terms of Occupation (MOTO) renewal for the National Police Coordination Centre (NPoCC)

Portfolio and Investment Board – March 2022  
MOPAC Investment Advisory Monitoring - April 2022

Report by the Director of Property Services on behalf of the Chief of Corporate Services

**Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC**

### Summary

This report seeks approval to renew the Memorandum of Terms of Occupation (MOTO) agreement in respect of accommodation occupied by the National Police Coordination Centre (NPoCC). The financial impact on the budget and medium-term financial plan is set out in Part Two.

### Recommendations

The Deputy Mayor for Policing and Crime, via the Investment Advisory and Monitoring meeting (IAM), is asked to:

1. **To renew the MOTO agreement for a three-year term at a cost set out in Part Two, noting that costs will be met from within existing resources by NPoCC.**

### Time sensitivity

A decision is required from the Deputy Mayor by the end of April 2022 because any delay could jeopardise the current commercial terms being offered.

### **Non-confidential facts and advice to the Deputy Mayor for Policing and Crime**

#### Introduction and background

1. The National Police Coordination Centre (NPoCC) have occupied office accommodation in London for a number of years. They have each occupied separate floors on informal licence agreements known as MOTOs (Memorandum of Terms of Occupation). This report focuses on NPoCC, whose existing occupancy agreement expired on 31<sup>st</sup> March 2020. They have remained in occupation, pending negotiations over the MOTO agreement renewal.
2. As NPoCC are a 'Hosted Body' the governance and funding for the accommodation sits with NPoCC rather than MPS. However, MOPAC is the legal entity that enters into contracts, including property agreements, on behalf of the Body under a Collaboration Agreement under s.22A Police Act 1996.
3. The accommodation occupied by NPoCC is in close proximity to various UK government buildings, which is an operational requirement of NPoCC.
4. Due to the operational requirement of NPoCC to remain in Westminster, there are no alternative locations within MOPAC's portfolio to help accommodate them.
5. Given the timescale to find and negotiate terms for new office accommodation, a requirement for a new short-term MOTO agreement for the existing accommodation was identified. Knight

Frank LLP were subsequently instructed to pick up negotiations with the Landlord's representative and formalise NPoCC's occupation in the building.

6. After extensive negotiations with the Landlord's representative, terms for a new MOTO agreement has been agreed and are detailed in PIB Part Two..
7. A Licence Payment as set out in Part Two shall be paid by NPoCC via MOPAC, which is inclusive of VAT, but exclusive of business rates and service charge.

#### **Issues for consideration**

1. Renewal of the MOTO agreement will negate an immediate requirement for NPoCC to vacate.
2. NPoCC's Landlord's headlease is due to expire in February 2026, hence the requirement to renew the MOTO in the short-term and seek new office accommodation in the long term.

#### **Financial, Commercial and Procurement Comments**

1. NPoCC currently occupy at an annual rent which is detailed in PIB Part Two. Approval is being sought to enter into a new MOTO agreement at a cost set out in Part Two.
2. The 2021/11 budget includes provision to meet the increased costs and the regularisation of this agreement. The funding for the accommodation sits with NPoCC rather than the MOPAC.
3. A more detailed breakdown of costs is attached at Part Two.

#### **Legal Comments**

1. In carrying out its functions, the MOPAC may, under paragraph 7, Schedule 3 of "the Act" "do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office." This includes entering into contracts and other agreements, in addition to acquiring and disposing of property (including land) under paragraph 7 (2) (b) of Schedule 3 of "the Act".
2. Paragraph 4.16 of the Mayor's Office for Policing and Crime (MOPAC) Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime (DMPC) with delegated authority to approve all business cases to acquire or renew a leasehold with a value in excess of £500,000 over the initial lease period or 5 years whichever is the lesser. The proposed new MOTO agreement has a value in excess of £500,000 and is therefore presented to MOPAC for approval and to enable Property Services to commence the legal formalities.
3. Property Services wish to document the new MOTO agreement, as a matter of urgency, noting that the Landlord is pressing for this matter to be resolved. This office accommodation is required in the short-term for the ongoing operational needs of NPoCC, whilst a long-term solution is identified. A delay to this process may frustrate the Landlord and potentially undermine the commercial position of NPoCC.

#### **Equality Comments**

1. There are considered to be no equality or diversity issues arising from this paper.
2. The following five key objectives agreed by the London Recovery Board have been considered when negotiating the extended terms of occupancy under the MOTO agreement:
  - To reverse the pattern of rising unemployment and lost economic growth caused by the economic scarring of Covid-19

- Narrow social, economic and health inequalities
  - Help young people to flourish with access to support and opportunities
  - Support our communities, including those most impacted by the virus
  - Accelerate delivery of a cleaner, greener London
3. Property Estates is fully aware of the implications and requirements under The Anchor Institution Charter, which does not apply in this instance.

### **Privacy Comments**

1. There are no privacy issues identified through the Data Protection Impact Assessment (DPIA) completed for this work. The project does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.
2. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
3. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.
4. The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the project meets its compliance requirements.

### **Real Estate Implications**

5. This property currently occupied by NPoCC currently forms part of the MOPAC estate allocated for disposal.

### **Background/supporting papers**

NPoCC November 2021 Accommodation Briefing Note

### **Paper Author**

Tara Dalton – Head of Estates and Asset Management – Property Services Department

### **Part 2 – This section refers to the details of the Part 2 business case which is NOT SUITABLE for MOPAC Publication.**

The Government Security Classification marking for Part 2 is:  
OFFICIAL-SENSITIVE [COMMERCIAL]

PIB Part 2 of MOTO agreement - is exempt for the following reasons:

Exempt under Article 2(2)(a) of the Elected Local Policing Bodies (Specified Information) Order 2011 (Data Protection Section 43 – Commercial Interests).

This paper will be reviewed in 5 years to confirm if it will cease to be exempt at that time.