

REQUEST FOR DIRECTOR DECISION – DD2753

Title: Queen Elizabeth Olympic Park - Since 9/11 lease

Executive Summary:

In 2014, the London Legacy Development Corporation (LLDC) Board agreed to enter into a 10-year lease with the 9/11 London Project Foundation to locate its 9/11 artwork on Queen Elizabeth Olympic Park (QEOP). This was subsequently approved via Assistant Director Decision 229.

This decision seeks consent, under Paragraph 4.4 of the LLDC Governance Direction 2019 (approved by Mayoral Decision 2502), to the LLDC's decision to renew the 10-year lease with Since 9/11 (formerly the 9/11 London Project Foundation), for the artwork on QEOP. The lease was renewed in October 2024 and a retrospective consent is sought.

Mayoral consent is required to enter into a lease with Since 9/11, as this is considered a 'Land Transaction' as defined in clause 2 of the National Lottery Funding Repayment Agreement. Under the Governance Direction, the Executive Director of Good Growth is authorised to provide Mayoral consent.

Decision:

That the Executive Director of Good Growth retrospectively consents for the London Legacy Development Corporation (LLDC) to enter into a renewed 10-year lease (renewed October 2024) with Since 9/11 for the artwork on Queen Elizabeth Olympic Park (QEOP), in accordance with Paragraph 4.4 of the LLDC Governance Direction 2019.

AUTHORISING DIRECTOR

I have reviewed the request and am satisfied it is correct and consistent with the Mayor's plans and priorities.

It has my approval.

Name: Phillip Graham

Position: Executive Director, Good Growth

Signature:



Date:

04/08/2025

PART I - NON-CONFIDENTIAL FACTS AND ADVICE

Decision required – supporting report

1. Introduction and background

- 1.1. The 9/11 artwork by Miya Ando is made from steel from the Twin Towers building destroyed during the 9/11 attacks in New York. It was commissioned by Since 9/11, formerly known as the '9/11 London Project Foundation', as part of their work as an educational charity, whose purpose is to ensure that the legacy of 9/11 is one that builds hope from tragedy.
- 1.2. The artwork was gifted to the UK as a tribute to the nearly 3,000 victims of the 9/11 attacks, including 67 Britons. Initially displayed as part of a temporary exhibition at Battersea Park, it was later relocated in 2015 to a permanent site on a mount adjacent to the London Aquatic Centre in Queen Elizabeth Olympic Park (QEOP), where it is currently situated.
- 1.3. Consent was previously provided under Assistant Director Decision 229 (ADD229) for the LLDC to enter into a 10-year lease with Since 9/11 for the artwork's initial installation in the Park in 2014 at a peppercorn rent. Following the initial lease expiry in 2024, the lease was renewed in October 2024 on a further 10-year lease.
- 1.4. Mayoral consent is required for the LLDC to re-enter into a lease with Since 9/11 under Section 4.4 of the London Legacy Development Corporation Governance Direction 2019 as this is a 'Land Transaction' as defined in clause 2 of National Lottery Funding Repayment Agreement (NLFRA).

2. Objectives and expected outcomes

- 2.1. The artwork has an accompanying 9/11 education programme, created by the Institute of Education at the University of London, which was designed to help children learn about the 9/11 attacks, their causes and their consequences.
- 2.2. Since 9/11 will continue to provide their educational programme focusing on the artwork for the duration of the lease term. This programme includes encouraging local schools and the community to engage with the artwork in the park. The initiative aims to support teachers and pupils in exploring the events and consequences of 9/11 to help them understand:
 - why the events of 11th September 2001 occurred
 - what is the impact they have had on the US, UK and the global community
 - how relations between communities were affected
 - the different ways in conflict have been and can be resolved.
- 2.3. Additionally, the programme promotes the importance of tolerance and respect for all faiths and cultures.
- 2.4. Both artwork and the education programme are consistent with the Olympic ideals, and therefore it is considered that QEOP continues to provide an appropriate setting for the artwork, adding to the educational and visitor offer in the park.

3. Equality comments

- 3.1. When the original planning application to locate the artwork at QEOP was made, the then LLDC Planning Decisions Committee considered the application to be compliant with the Equality Act 2010. LLDC's Planning Policy Decisions Team commissioned an Equalities Impact Assessment (EqIA), which found that Since 9/11's education programme could promote tolerance and peace, aligning with

Since 9/11's objectives and the Mayor's Equality, Diversity, and Inclusion Strategy. The EqlA also suggested that the programme should mitigate any potential negative impacts.

- 3.2. No further EqlAs have been conducted since the initial installation of the 9/11 artwork.
- 3.3. The initial planning consent in 2015 required the submission of the education programme as a key condition. The latest planning consent reiterates that details of the educational message and strategy must align with the requirements set out in the earlier permissions to ensure effective communication, engagement, and community involvement.

4. Other considerations

Key risks and issues

- 4.1. Under the leasehold arrangement with Since 9/11, LLDC's financial exposure will be limited as whilst LLDC is responsible for the maintenance of the artwork (including checks on its structural integrity) it can recover the cost from Since 9/11 through a quarterly service charge (and additional payments where required). Since 9/11 is responsible for the educational aspect of the installation.
- 4.2. There is a risk of vandalism to the artwork. To mitigate this, Since 9/11 will pay LLDC a quarterly service charge, which will then include security patrols.
- 4.3. It is important to note that the planning permission for the artwork is temporary and expires on 6 August 2034, or earlier if the lease between LLDC and Since 9/11 ceases. In the event that the lease ends before the 10-year period, the applicant is required to immediately notify the Local Planning Authority (LPA). Additionally, if the artwork is to be removed, details of a landscape removal plan must be submitted to the LPA at least three months in advance.
- 4.4. There is no right to extend the lease at its termination, and Since 9/11 shall be responsible for removing the artwork and making good all the works at the end of the term.

Links to Mayoral Strategies and priorities

- 4.5. This project links to the Mayor of London's Culture Strategy and the renewal of the lease for the 9/11 artwork, along with the accompanying education programme will continue to enhance the educational and visitor offerings in the Park, promoting the importance of tolerance and respect for all faiths and cultures.

Consultations and impact assessments

- 4.6. No further impact assessments have been conducted since the initial installation, except for the statutory planning consultation carried out during the renewal process.
- 4.7. GLA Staff have confirmed there are no conflict of interests relating to the proposals set out herein.

5. Financial comments

- 5.1. There are no direct financial implications for the LLDC (or indirectly for the GLA) arising from this decision. A peppercorn rent will continue to be paid by Since 9/11, as highlighted in the initial lease agreement following ADD229, and LLDC have not budgeted for any expected rental increase; all the maintenance and ultimate removal of the artwork will be at Since 9/11's cost; and Since 9/11 will pay LLDC a service charge, quarterly in advance, that covers all associated security, educational events and facilities costs.
- 5.2. Should the lease be terminated during the 10-year term, the LLDC is not required to find an alternative location for the artwork.

6. Legal comments

- 6.1. Section 209(4) of the Localism Act provides that LLDC may dispose of land in its area in any way it considers appropriate (subject to the requirements of section 209(1) of the Localism Act not to dispose of land for less than the best consideration reasonably obtainable (unless the Mayor consents), which is not relevant here).
- 6.2. As noted elsewhere in this paper, under paragraph 4.4 of the LLDC Governance Direction, Mayoral consent (which may be delegated to the Executive Director) is required for LLDC to enter into a Land Transaction, as defined in the NLFRA. The grant of the lease to Since 9/11 is within the definition of Land Transaction and so consent is hereby sought.

7. Planned delivery approach and next steps

Activity	Timeline
Lease signed	15 October 2024
Lease expires	5 August 2034
Planning permission expires	6 August 2034

Appendices and supporting papers:

None.

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 GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after it has been approved or on the defer date.

Part 1 - Deferral

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

Part 2 – Sensitive information

Only the facts or advice that would be exempt from disclosure under FoIA should be included in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a part 2 form – NO

ORIGINATING OFFICER DECLARATION:

Drafting officer to confirm the following (✓)

Drafting officer:

Jamie Dean has drafted this report in accordance with GLA procedures and confirms the following:

✓

Assistant Director/Head of Service:

Louise Duggan has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

Financial and Legal advice:

The Finance and Legal teams have commented on this proposal, and this decision reflects their comments.

✓

Mayoral Delivery Board

A summary of this decision was reviewed by the Mayoral Delivery Board on 4 August 2025.

✓

CHIEF FINANCE OFFICER:

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature:

Fay Hammond

Date:

04/08/2025