

No. 11798

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**UNITED NATIONS  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**Memorandum of Understanding concerning arrangements for the  
Second United Nations Conference on the standardization of  
geographical names (with exchange of letters dated 15 May  
1972). Signed at Geneva on 2 May 1972**

*Authentic text : English.*

*Registered ex officio on 2 May 1972.*

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**ORGANISATION DES NATIONS UNIES  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD**

**Mémorandum d'accord relatif aux dispositions à prendre en vue  
de la Deuxième Conférence des Nations Unies sur la normalisa-  
tion des noms géographiques (avec échange de lettres en date du  
15 mai 1972). Signé à Genève le 2 mai 1972**

*Texte authentique : anglais.*

*Enregistré d'office le 2 mai 1972.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING ARRANGEMENTS FOR THE SECOND UNITED NATIONS CONFERENCE ON THE STANDARDIZATION OF GEOGRAPHICAL NAMES

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WHEREAS by the invitation of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “ the Government ”) the Second United Nations Conference on the Standardization of Geographical Names (hereinafter referred to as “ the Conference ”) will meet in London from 10 to 31 May 1972.

WHEREAS under the terms of General Assembly resolution 2609 (XXIV)<sup>2</sup> of 16 December 1969 United Nations bodies may hold sessions away from their established headquarters when the Government issuing an invitation for a session to be held within its territory has agreed to defray, after consultation with the Secretary-General as to their nature and possible extent, the additional costs directly or indirectly involved.

THEREFORE the United Nations and the Government have reached an understanding as follows :

I. *Premises, equipment, utilities and stationery supplies*

1. The Government will make available at its expense such conference rooms and offices in Church House, London, as are necessary for the holding of the Conference. These premises will include : one large conference room, a delegates' lounge, a working area for the reproduction and distribution of the documentation of the Conference as well as suitable office accommodation for officers and staff of the Conference.

2. The premises will remain at the disposition of the United Nations throughout the Conference and for such additional time in advance of the opening and after the closing as the United Nations' Secretariat, in consultation

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<sup>1</sup> Came into force on 2 May 1972 by signature, in accordance with article VIII (2).

<sup>2</sup> United Nations, *Official Records of the General Assembly, Twenty-fourth Session, Supplement No. 30 (A/7630)*, p. 86.

with the Government, may deem necessary for the preparation and settlement of all matters connected with the Conference.

3. The Government will at its expense furnish, equip and maintain in good repair all the aforementioned rooms and offices in a manner adequate to the effective conduct of the Conference. The large conference room will be equipped for simultaneous interpretation in five languages and will have facilities for sound recording.

4. The Government will at its expense furnish and maintain such equipment as mimeograph and other duplicating machines, typewriters with key-boards in the languages needed, tape recorders, and such other equipment as is necessary for the effective conduct of the Conference.

5. The Government will provide telephone facilities within the conference area.

6. The Government will pay for all necessary utility services including telephone communications of the secretariat of the Conference within London and between London and Geneva, as well as communications by telex, cable and air mail between the secretariat of the Conference and United Nations Headquarters in New York as well as the United Nations Office at Geneva.

7. The United Nations will provide at its expense all stationery supplies required for the adequate functioning of the Conference as well as stencils and paper required for documents reproduction and the Government will pay the transport and insurance charges for their shipment from Geneva and return.

## II. *Transportation*

The Government will provide at its expense transportation for senior members of the United Nations Secretariat and a smaller duty car for servicing the Conference.

## III. *Police protection*

The Government will furnish at its expense such police protection as may be required to ensure the efficient functioning of the Conference without interference of any kind. The responsible police officers will, to the extent required, work in close co-operation with the responsible United Nations official so as to ensure a proper atmosphere of security and tranquility.

#### IV. *Local personnel for the Conference*

1. The Government will nominate a liaison officer between it and the United Nations, who will be responsible for making the necessary arrangements for the holding of the Conference as set forth in this memorandum.

2. The Government will engage and provide at its expense the sound engineers and other technical personnel required to ensure the proper functioning of the facilities referred to in article I, paragraphs 3 and 4 above. The Government will also engage and provide at its expense document reproduction and distribution staff and such clerical assistance and house staff as may be necessary, such as ushers, messengers and cleaners, as well as drivers of the transportation referred to in article II, paragraph 1 above.

#### V. *Financial arrangements*

In addition to making the above-mentioned facilities available to the Conference, the Government, in pursuance of General Assembly resolution 2609 (XXIV) of 16 December 1969, will assume responsibility for the additional expenditures to the United Nations budget provisionally estimated at approximately \$33,400 that may be directly or indirectly incurred as a result of the holding of the Conference in London rather than at the United Nations Office at Geneva. The Government will, prior to the Conference, deposit into the United Nations General Fund No. 4 account with Lloyds Bank Limited, 14 Hanover Square, London W.1, the sum of £10,500 (ten thousand, five hundred pounds sterling) representing 80 per cent of the estimated total cost. Reimbursement to the United Nations of the balance due will be made as soon as possible after the close of the Conference and not later than 31 December 1972.

#### VI. *Facilities, privileges and immunities*

1. The Conventions on the privileges and immunities of the United Nations<sup>1</sup> and of the specialized agencies,<sup>2</sup> to which the Government of the United Kingdom of Great Britain and Northern Ireland is a party, will be applicable in respect of the Conference. Subject to the requirements of the police for the efficient discharge of their duties as specified in article III above, the Conference premises and access thereto will be under the control and authority of the United Nations.

2. Representatives of Member States and representatives of States not

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<sup>1</sup> United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

<sup>2</sup> *Ibid.*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348, and vol. 645, p. 340.

members of the United Nations attending the Conference will enjoy the privileges and immunities accorded to representatives of States Members of the Organization by article IV of the Convention on the privileges and immunities of the United Nations.

3. Officials of the United Nations performing functions in connexion with the Conference will enjoy the privileges and immunities provided by articles V and VII of the Convention on the privileges and immunities of the United Nations.

4. Representatives of specialized agencies in respect of which the United Kingdom has undertaken to apply the provisions of the Convention on the privileges and immunities of the specialized agencies will enjoy the privileges and immunities specified in that Convention. Representatives of other inter-governmental organizations invited to attend the Conference will enjoy such privileges and immunities as are specified in any agreement between the United Kingdom and the organization concerned, or in the absence of such agreement, such facilities and courtesies as are necessary for the independent exercise of their functions in connexion with the Conference.

5. All persons enumerated in paragraphs 2, 3 and 4 of article VII and all persons performing functions in connexion with the Conference who are not nationals of the United Kingdom shall be immune from immigration restrictions and alien registration. They shall be granted facilities for speedy travel. No charge shall be made for the issue, where required, of visas, entry or exit permits.

#### VII. *Import duties and tax*

The Government will allow the temporary importation duty-free of all equipment and shall waive import duties and taxes with respect to supplies necessary for the meeting. It will issue without delay to the United Nations any necessary import and export permits.

#### VIII. *General provisions*

1. The United Nations will in due course and in good time inform the Government in writing of the specific capacity, number or nature of the facilities it requires under this Memorandum.

2. This Memorandum of Understanding will come into operation on signature and will remain in operation for the duration of the Conference and for such time as is necessary for all matters relating to the session of the Conference to be settled.

3. This Memorandum may be modified by a subsequent understanding in writing between the United Nations and the Government.

Signed at Geneva, 2 May 1972.

For the United Nations :

V. WINSPEARE  
Under Secretary-General  
Director-General  
of the United Nations Office  
at Geneva  
[SEAL]

For the Government  
of the United Kingdom of Great  
Britain and Northern Ireland :  
FREDERICK MASON

[SEAL]

## EXCHANGE OF LETTERS

### I

15 May 1972

Dear Mr. Freeland,

I wish to refer to the Memorandum of Understanding between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland concerning arrangements for the Second United Nations Conference on the Standardization of Geographical Names, signed on 2 May 1972. This Memorandum, as you know, was concluded on the understanding that each party reserved its position with respect to the point of difference which had arisen concerning the article on liability. In this connexion, it will be recalled that the United Nations proposed the following text :

“ The Government will be responsible for dealing with any actions, claims or other demands against the United Nations arising out of (a) injury or damage to persons or property in the premises referred to in article I above; (b) injury or damage to persons or property caused by, or incurred in using, the transportation referred to in article II above; (c) the employment for the Conference of the personnel referred to in article IV above. The Government will hold the United Nations and its personnel harmless in respect of any such actions, claims or other demands, except

where the injury or damage is attributable to gross negligence or wilful misconduct on the part of the United Nations or its officials. ”

This text was acceptable to the United Kingdom with the exception of the word “ gross ” which your Government wished deleted from the final sentence and with respect to which no agreement could be reached within the time available for the conclusion of the Memorandum if the Conference was to proceed as scheduled. The point of difference, that is, whether the Government’s liability would be excluded by any negligence on the part of the United Nations or its officials or excluded only if the negligence was of a serious nature was left to be settled in further negotiation here at United Nations Headquarters. I therefore propose that we meet in order to discuss this point and conclude a supplementary Memorandum on the subject.

In the meanwhile, pending the conclusion of such supplementary Memorandum, it is our understanding with respect to the question of liability, that any claims which might arise falling within the scope of responsibility of the United Kingdom as provided in the text acceptable to your Government would be governed by the provisions thereof. Any claim which would be affected by the point of difference which might arise would have to be settled by an *ad hoc* agreement with respect to that particular claim.

Sincerely yours,

BLAINE SLOAN  
Director, General Legal Division  
Office of Legal Affairs

Mr. John R. Freeland  
Counsellor, Legal Adviser  
Permanent Mission of the United Kingdom  
to the United Nations  
New York, N.Y.

## II

### UNITED KINGDOM MISSION TO THE UNITED NATIONS

15 May 1972

(4/4/27)

Dear Mr. Sloan,

Thank you for your letter of today’s date about the point of difference over the question of liability which arose during the negotiation of the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations concerning

Arrangements for the Second United Nations Conference on the Standardisation of Geographical Names, signed on 2 May, 1972.

After consultation with the Foreign and Commonwealth Office, I am glad to confirm our willingness to discuss this point of difference further, as proposed in the penultimate paragraph of your letter. I am also authorised to confirm the understanding stated in the last paragraph of your letter that, pending the conclusion of a supplementary memorandum on this subject, any claims which might arise falling within the scope of the responsibility of the United Kingdom as provided in the text which was acceptable to the Government of the United Kingdom in the negotiations leading to the conclusion of the Memorandum signed on 2 May, 1972 would be governed by the provisions of that text. Any claim which would be affected by the point of difference which might arise would have to be settled by an *ad hoc* agreement with respect to that particular claim.

Yours sincerely,

[Signed]

J. R. FREELAND

Mr. Blaine Sloan  
United Nations  
New York