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**OFFICE OF INTERNAL OVERSIGHT SERVICES
INVESTIGATIONS DIVISION**

*This Report is protected by paragraph 18 of
ST/SGB/273 of 7 September 1994*

**REPORT OF THE INVESTIGATION OF AN ALLEGATION OF
SEXUAL EXPLOITATION AGAINST [REDACTED]**

REDACTED REPORT

ID Case No. 0015-06

31 MAY 2007

STRICTLY CONFIDENTIAL

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ALLEGATION OF SEXUAL EXPLOITATION AGAINST [REDACTED]

I. INTRODUCTION

1. On [REDACTED] the [REDACTED] received information alleging that [REDACTED] had been engaged in a sexual relationship with a [REDACTED] [REDACTED]. The complaint was referred to the Investigations Division of the Office of Internal Oversight Services (ID/OIOS) in accordance with General Assembly resolution 59/287 of 21 April 2005.

2. During the subsequent ID/OIOS investigation [REDACTED] claimed that [REDACTED] was to [REDACTED] and that [REDACTED] had provided [REDACTED] with [REDACTED] that, upon [REDACTED] caused [REDACTED] further alleged that, upon becoming aware of [REDACTED] complaint, [REDACTED] had threatened [REDACTED] in an attempt to have [REDACTED] withdraw [REDACTED] allegations.

II. BACKGROUND INFORMATION

3. The [REDACTED] was established pursuant to [REDACTED] [REDACTED] successfully completed its [REDACTED]

4. [REDACTED] is a [REDACTED] where [REDACTED] for [REDACTED] entered [REDACTED] and served as [REDACTED] and as a [REDACTED] At the [REDACTED] was to the [REDACTED]

5. [REDACTED] is a [REDACTED] was formerly [REDACTED] as a [REDACTED] At the time of the alleged relationship, [REDACTED] was living in a [REDACTED] a disadvantaged [REDACTED] was sharing [REDACTED] with [REDACTED] and other [REDACTED] has since [REDACTED] to [REDACTED]

III. APPLICABLE LAW

6. [REDACTED] Penal Code
Article 353 – Abortion

"The one who will have made a [REDACTED] by giving [REDACTED] outside the scope of the law, shall be sentenced to imprisonment for a period of six months to two years and of a fine of one thousand to five thousand [REDACTED]"

7. [REDACTED] Code of Conduct

Section 3 – Sexual Misconduct

"(par. 9) The [REDACTED] demands adherence by all [REDACTED] to the Secretary-General's zero tolerance policy toward sexual exploitation and abuse;

(par. 10) Any form of prostitution, the exchange of money, employment, goods or services for sex, including [...] exploitative behavior is strictly prohibited."

8. ST/SGB/2003/13

Section 1

"Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse means the actual or threatened intrusion of a sexual nature, whether by force or under unequal or coercive conditions."

Section 3.2

"(a) Sexual exploitation and abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures;

(c) Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;

(d) Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;"

9. Directives for Disciplinary Matters Involving [REDACTED]

Section IV - Standard of Conduct

"(par. 5) [REDACTED] ... shall refrain from any action or activity incompatible with the impartial and independent nature of their duties and inconsistent with the letter or spirit of the authorized mandate of the operation, the status of forces agreement, and other applicable legal norms and standards. [REDACTED] ... shall respect all local laws and regulations;

(par. 6) [REDACTED] ... are required to abide by the highest standards of integrity while in service for the United Nations. They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations. They are also required to abide by [REDACTED] standard operating procedures, directives, or any other applicable rules, regulations or administrative issuances;

(par. 7) Upon [REDACTED] [REDACTED], all [REDACTED] shall receive a briefing on these directives, the types of serious misconduct prohibited and the disciplinary process that shall ensue should an allegation of misconduct be made. In this briefing, particular attention shall be drawn to local laws and customs and the need to respect them."

10. Undertaking by [REDACTED] - [REDACTED]

"(par. 1) I ... undertake to comply with all [REDACTED] standard operating and administrative procedures, policies, directives and other issuances;

(par. 2) I undertake to abide by the highest standards of integrity while in service with the United Nations and to refrain from any conduct that would adversely reflect on the United Nations...;

(par. 4) I sign this Undertaking with the understanding that if I violate this Undertaking and am found responsible for serious misconduct I shall be subject to appropriate disciplinary proceedings and shall not be eligible for future assignment with the United Nations."

IV. METHODOLOGY

11. The ID/OIOS investigation included, but was not limited to, the interview of civilians and UN personnel, including [REDACTED]; the subject - [REDACTED] and the review and analysis of relevant documents.

V. INVESTIGATIVE DETAIL

Interviews with [REDACTED]

12. Due to on-going developments in this case, ID/OIOS conducted a number of interviews with [REDACTED]. In an interview on [REDACTED] [REDACTED] stated that during [REDACTED] [REDACTED] met [REDACTED] known to [REDACTED]

stated that offered to and promised to give - and anything else needed - if agreed to become stated that entered into a consensual sexual relationship with and that this relationship lasted until told ID/OIOS that over the course of their relationship had provided with approximately also stated that at this time was with

13. claimed that they at and that the for by at confirmed that was a long-term and they identified a photograph of (who they knew by as a person who they had seen

14. told ID/OIOS that in asked to stop because some people had become aware of their relationship. said that subsequently However, ID/OIOS established that left at the stated that gave no explanation for and had simply stopped was formally separated from

15. stated that at the beginning learned that had fallen and provided ID/OIOS with a copy of in confirming that stated that had accompanied where had undergone the said that immediately asked but refused. stated that initially thought that had accepted the decision, but provided with , which claimed would enhance the said that after took the that should not have taken either of the with who apologized and told that did not mean any harm.

16. told investigators that when advised agreed to give as support for Despite the promise, said on only said that also asked for so that their would

17. told investigators that ended the on explaining that the did not approve of relationships between said that decision to end their followed an argument they had at during which said that had some contact with ended as had asked to continue to

given that [redacted] request. [redacted] said that [redacted] refused [redacted] in any way.

18. [redacted] stated that [redacted] and accused [redacted] of being in a [redacted] (hereafter referred to as [redacted]). At [redacted] request, [redacted] attended at [redacted] where [redacted] was shown [redacted] [redacted] acknowledged knowing [redacted] who sold [redacted] and that [redacted] and the [redacted] had been taken during [redacted] [redacted] denied any sexual relationship with [redacted] [redacted] provided ID/OIOS a [redacted] allegedly written by [redacted] in which [redacted] admitted that [redacted] had lied about [redacted] to [redacted] - that [redacted] was not [redacted] and that the [redacted] was carrying was not [redacted] stated that [redacted] had given [redacted] a [redacted] but [redacted] had thrown it away.

19. In an interview on [redacted] [redacted] told ID/OIOS that [redacted] [redacted] stated that this had happened at [redacted] and that [redacted] had [redacted] denied having undergone [redacted]

20. In an interview on [redacted] [redacted] told ID/OIOS that on [redacted] [redacted] had received a [redacted] [redacted] who by this stage had been [redacted] [redacted] said that [redacted] had asked [redacted] to withdraw [redacted] complaint and travel to [redacted] [redacted] then stated that [redacted] [redacted] told [redacted] that [redacted] if [redacted] agreed to this course of action. [redacted] further stated that [redacted] refused and [redacted] became agitated and told [redacted] that [redacted] was nothing without [redacted] kept the details of the [redacted] and showed ID/OIOS the details confirming [redacted] - not the content - and this was the same [redacted] later used by ID/OIOS to make contact with [redacted]

21. On [redacted] [redacted] contacted ID/OIOS and declared that in [redacted] [redacted] a [redacted] from [redacted] once again asking [redacted] to withdraw [redacted] complaint. [redacted] said that [redacted] refused and [redacted] became aggressive and amongst other things, called [redacted] [redacted] said that [redacted] told [redacted] not do anything against [redacted] as [redacted] was a [redacted] and that [redacted] had a [redacted] than the [redacted] [redacted] then said that [redacted] was extremely angry and [redacted] was frightened by [redacted] outburst. [redacted] said that [redacted] was concerned that [redacted] would [redacted] in some way because during an argument at [redacted] [redacted] once had slapped [redacted] and [redacted] had thrown a [redacted]

22. ID/OIOS [redacted] [redacted] had been [redacted] [redacted] had met on [redacted] when [redacted] [redacted] identified a photograph of [redacted] [redacted] as being the person known to [redacted] [redacted] told ID/OIOS that [redacted] [redacted] had told [redacted] [redacted] had promised to support [redacted] [redacted] stated that [redacted] [redacted] that [redacted] then

said that [redacted] also told [redacted] that [redacted] gave [redacted] had spent more [redacted] than at [redacted] for a large part of [redacted] stated that [redacted] knew that the [redacted] had ended in [redacted] but that [redacted] was unaware of the reason.

[redacted] Opinion

23. ID/OIOS interviewed [redacted] at the former [redacted] in order to ascertain the [redacted] stated that whilst [redacted] was not an expert on [redacted] was prepared to give [redacted] opinion on the matter. [redacted] stated that [redacted] was an [redacted] supplied in [redacted] in the [redacted] said that it should have no adverse effect on [redacted] stated that [redacted] and that according to the instructions provided [redacted] it should not be administered to a [redacted] or [redacted] advice.

24. [redacted] stated that, as a general principle, no [redacted] should be [redacted] to [redacted] as it could have a [redacted] which could adversely effect the [redacted] added that the only exception to this principle was in cases where [redacted] was in danger. [redacted] told ID/OIOS that in [redacted] opinion [redacted] that [redacted] reportedly [redacted] during [redacted] would induce [redacted] also said that in [redacted] opinion, it was highly unlikely [redacted] consumed in [redacted] would cause a [redacted] the following [redacted]

Interviews with [redacted]

25. Due to on-going developments in this case, ID/OIOS interviewed [redacted] on a [redacted]

26. In an interview conducted on [redacted] confirmed that [redacted] had attended [redacted] course for [redacted] upon [redacted] arrival in [redacted] and that the course included a session on sexual exploitation and abuse. [redacted] relations with [redacted] or with [redacted]. ID/OIOS established, from [redacted] for [redacted] inductees receive sexual exploitation and abuse awareness training. Moreover, during the course they are required to sign an "Undertaking by [redacted] provided ID/OIOS with a copy of an "Undertaking by [redacted] which purported to bear the signature of [redacted]. (A copy of the said undertaking is attached to this report.)

27. [redacted] stated that [redacted] had met [redacted] through another [redacted] who [redacted] believed was then [redacted] and who was subsequently [redacted]

from [REDACTED] said that [REDACTED] also knew [REDACTED] because [REDACTED] was [REDACTED] said that [REDACTED] had a consensual sexual relationship with [REDACTED] and that [REDACTED] always [REDACTED] said that [REDACTED] had provided [REDACTED] to [REDACTED] including funding [REDACTED] and [REDACTED] stated that from time to time, [REDACTED] also told ID/OIOS that [REDACTED] decided to end the relationship around [REDACTED] by giving some [REDACTED] and [REDACTED] and by asking [REDACTED] to stop visiting at [REDACTED] where [REDACTED] gave [REDACTED] different versions as to why [REDACTED] decided to end the relationship. In an interview conducted with ID/OIOS on [REDACTED] [REDACTED] told investigators that [REDACTED] ended the relationship because [REDACTED] had left [REDACTED] considered [REDACTED] to be lazy. However, in a [REDACTED] interview, conducted on [REDACTED] said the [REDACTED] ended the relationship with [REDACTED] because [REDACTED] was [REDACTED]

28. [REDACTED] said that about [REDACTED] [REDACTED] contacted with [REDACTED] and announced that [REDACTED] [REDACTED] accompanied [REDACTED] for the [REDACTED] [REDACTED] denied [REDACTED] said [REDACTED] asked [REDACTED] to buy [REDACTED] property to the value of [REDACTED] in order to keep their relationship a secret. [REDACTED] stated that [REDACTED] eventually negotiated a [REDACTED] of [REDACTED] but confirmed that [REDACTED] had only made [REDACTED] to [REDACTED] because [REDACTED] later ascertained that [REDACTED] was also involved in a sexual relationship with [REDACTED] [REDACTED] told ID/OIOS that as time passed, [REDACTED] made ever-increasing demands for [REDACTED] [REDACTED] said that, by chance, [REDACTED] who said that [REDACTED] had also been involved in a sexual relationship with [REDACTED] at around the same time as [REDACTED] relationship with [REDACTED] [REDACTED] said that [REDACTED] a [REDACTED] depicting [REDACTED] and [REDACTED] together [REDACTED]

29. [REDACTED] said that [REDACTED] had not [REDACTED] [REDACTED] although [REDACTED] had spent [REDACTED] with [REDACTED] [REDACTED] said [REDACTED] found out that [REDACTED] in [REDACTED] [REDACTED] denied [REDACTED] and believed that [REDACTED] was the [REDACTED] [REDACTED] was simply attributing the [REDACTED] to [REDACTED] in order to hurt [REDACTED] [REDACTED] said that [REDACTED] met [REDACTED] on a [REDACTED] and had been informed by [REDACTED] [REDACTED] had [REDACTED] admitted that [REDACTED] had provided [REDACTED] [REDACTED] sometime during the course of their relationship. [REDACTED] said that these [REDACTED] [REDACTED] [REDACTED] said that [REDACTED] had previously given the [REDACTED] and maintained that they are [REDACTED] that are commonly [REDACTED] [REDACTED] said that [REDACTED] provided the [REDACTED] because [REDACTED] complained of [REDACTED] supposedly treated - that initially [REDACTED] complained of suffering from some type of [REDACTED]

30. [REDACTED] stated that after [REDACTED] [REDACTED] for [REDACTED] [REDACTED] complained of [REDACTED] and as a consequence went to a [REDACTED] and that [REDACTED] for the [REDACTED] that [REDACTED] received and that [REDACTED] later informed [REDACTED]

that [redacted] had stayed at [redacted] [redacted] stated that some [redacted] after [redacted] informed [redacted] that [redacted] denied asking [redacted] to [redacted] and that [redacted] did not provide the [redacted] for that purpose.

31. [redacted] said that [redacted] had not commenced a sexual relationship with [redacted] because [redacted] had provided [redacted] also said that [redacted] had not provided [redacted] told investigators that [redacted] even though [redacted] did not believe that [redacted] was [redacted] (encounters) because [redacted] had threatened to file a complaint naming [redacted]

32. [redacted] denied sexually exploiting [redacted] and said that [redacted] believed [redacted] had exploited [redacted] also stated that [redacted] was not aware that the [redacted] discouraged relationships between [redacted]; nor did [redacted] believe that the zero tolerance policy only applied to [redacted]

33. [redacted] was interviewed by [redacted] allegation that [redacted] had been threatened and pressured to withdraw [redacted] denied threatening [redacted] in any way, but did admit that [redacted] received a [redacted] from [redacted] had been [redacted] initially denied calling [redacted] but when investigators informed [redacted] that they had seen [redacted] said that [redacted] had simply been returning [redacted] out of courtesy. [redacted] denied pressuring [redacted] to withdraw [redacted] or offering to assist [redacted] also denied asking [redacted] join [redacted] said that [redacted] whilst [redacted] was related to [redacted] When questioned about the assault at [redacted] denied having assaulted [redacted] but recalled [redacted] when [redacted] As a result, [redacted] had asked the [redacted] not to [redacted]

Interview of [redacted]

34. ID/OIOS interviewed [redacted] who stated that [redacted] had been in a sexual relationship with [redacted] during which time [redacted] also [redacted] with some [redacted] stated that for the [redacted] [redacted] was receiving [redacted] However, as their relationship developed, they decided to [redacted] and the [redacted] were discontinued. [redacted] could not recall when [redacted] but by [redacted] knew that [redacted] stated that the relationship ended on [redacted] following an argument and it was at this time that [redacted] declared that [redacted]

35. [redacted] stated that [redacted] was previously in possession of [redacted] proving that [redacted] had accompanied [redacted] and for [redacted] and that [redacted]. Although [redacted] no longer had the [redacted]

stated that the [redacted] that [redacted] was the [redacted] since [redacted] was taking care of [redacted] and that they were in a relationship. [redacted] added that no other [redacted] could have possibly [redacted]

36. [redacted] stated that [redacted] later learned that, following their fight on [redacted] [redacted] had immediately told [redacted] was the [redacted] stated that [redacted] was acquainted with [redacted] and had occasionally socialized [redacted] [redacted] stated that sometime after [redacted] had met with [redacted] and that they had discussed [redacted] had shown [redacted] with [redacted] [redacted] stated that at no time did [redacted] s claim to be the [redacted] however, [redacted] had expressed concerns about [redacted] due to [redacted] complaint that [redacted]

37. [redacted] stated that [redacted] that [redacted] met with [redacted], the latter apparently visited [redacted] of [redacted] [redacted] contacted [redacted] to advise of [redacted] intention to have [redacted] stated that [redacted] strongly opposed the [redacted] refused to be swayed. [redacted] also informed [redacted] would be giving [redacted] but [redacted] would not tell [redacted] the reason for such generosity. [redacted] stated that the [redacted] was arrested by [redacted] had lodged a complaint that [redacted] had [redacted] on [redacted] [redacted] stated that the [redacted] allegedly established that this was not the case; however, [redacted] was directed to [redacted] declaring that [redacted] had separated from [redacted] prior and that upon [redacted] was released from [redacted] stated that [redacted] continues to [redacted]

38. [redacted] told ID/OIOS that [redacted] claimed to have [redacted] [redacted] which was not true and that this had been established [redacted] [redacted] stated that [redacted] with whom [redacted] had had no relationship, was jealous of [redacted] relationship with [redacted] and had sought to destroy that relationship.

VI. FINDINGS

39. ID/OIOS established that [redacted] some time between [redacted] and [redacted] At this time [redacted] at the [redacted] as [redacted] as a [redacted]

40. ID/OIOS established that some time after they met they commenced a consensual sexual relationship, which subsequently ended sometime [redacted] [redacted] During the course of the relationship, and apparently in exchange for the relationship, [redacted] which took various forms but at least involved [redacted]

41. [redacted] told ID/OIOS that in [redacted] asked [redacted] to [redacted] which [redacted] because some people had become aware of [redacted] However, ID/OIOS established that [redacted] left [redacted] with [redacted]

Nonetheless, [redacted] denied the suggestion. [redacted] because [redacted] had promised [redacted]. Given that [redacted] evidence that [redacted] the evidence of [redacted] is credible. However, ID/OIOS also takes note that [redacted] left [redacted] (as per the evidence of [redacted]) at about the same time that [redacted] confirmed [redacted] and that an agreement was reached that [redacted] would provide [redacted].

42. ID/OIOS established that [redacted] returned a [redacted] on [redacted] stated that [redacted] had [redacted] and had accompanied [redacted] to undergo the [redacted] and had then requested that [redacted] denied these suggestions. [redacted] gave evidence of [redacted] consensual sexual relationship with [redacted] and of [redacted] expressed desire to [redacted]. Moreover, [redacted] gave evidence that it was [redacted] to the [redacted] and for other [redacted] stated that [redacted] had documentation in support of [redacted] evidence; [redacted] was unable to produce it. [redacted] also gave evidence that at no time did [redacted] with whom [redacted] was acquainted, confirm [redacted].

43. ID/OIOS found that [redacted] accepted [redacted] for [redacted] and that [redacted] did not; however, ID/OIOS also takes note of [redacted] admitted action of providing [redacted] to support [redacted] (though only [redacted] apparently made). ID/OIOS found that [redacted] extension of such [redacted] tends to show a belief in [redacted] mind that [redacted] may have [redacted] found a compulsion to meet [redacted] responsibilities. This finding is further supported by [redacted] cessation in providing such [redacted] upon learning that [redacted]. However, [redacted] gave evidence that [redacted] had not had a sexual relationship with [redacted] and tended a [redacted] by [redacted] admitting that there was no such relationship and that [redacted] was not the [redacted] also gave evidence that [redacted] lies were motivated by [redacted] relationship with [redacted]. Nonetheless, in the absence of [redacted] ID/OIOS can make no conclusive finding with respect to [redacted] and, in any case, given the [redacted] the point is moot.

44. ID/OIOS established that during the course of the [redacted] provided various [redacted] that could have had an adverse effect on the [redacted]. ID/OIOS was unable to establish whether [redacted] provided the various medications to [redacted] with the intent of inducing [redacted]. In the absence of a [redacted] of the [redacted], ID/OIOS was unable to establish whether or not the [redacted] directly contributed to the [redacted]. In any case, [redacted] is that the various [redacted] were unlikely to have induced [redacted], especially given the apparent length of time between [redacted] and the [redacted]. Moreover, ID/OIOS found that the evidence of [redacted] had allegedly declared [redacted] intent to undergo [redacted] leaves it open to conjecture as to whether [redacted] did in [redacted] or whether [redacted] underwent [redacted]; however, [redacted] denied having undergone [redacted].

45. ID/OIOS established that [REDACTED] knew that [REDACTED] assistance are "strongly discouraged" and that [REDACTED] sought to prevent information about their relationship becoming known to [REDACTED]

46. ID/OIOS established that [REDACTED] maintained contact after [REDACTED] lodged [REDACTED] claim against [REDACTED] gave evidence that such communications were of a threatening nature and of pressure to withdraw [REDACTED] complaint. [REDACTED] and [REDACTED] gave evidence that [REDACTED] complaint caused [REDACTED] great concern. Such expressed concern by [REDACTED] lends support to [REDACTED] evidence of the nature of [REDACTED] communications with [REDACTED] after [REDACTED] lodged [REDACTED] complaint against [REDACTED]; however, ID/OIOS could not establish, with any degree of certainty, that [REDACTED] did in fact threaten or pressure [REDACTED] alleged.

47. ID/OIOS found that the relationship between [REDACTED] was based on [REDACTED] and was not a *bona fide* relationship; that by encouraging [REDACTED] to resign from [REDACTED] consequently became [REDACTED] dependent upon [REDACTED]. A reasonable inference can be drawn that [REDACTED] so encouraged [REDACTED] - a beneficiary of assistance - so as to keep and maintain [REDACTED] for the duration of [REDACTED]

VII. CONCLUSIONS

48. ID/OIOS concludes that [REDACTED] violated Section 3.2 (c) of the United Nations [REDACTED]s Bulletin on special measures for protection from sexual exploitation and sexual abuse (ST/SB/2003/13).

49. ID/OIOS concludes that [REDACTED] violated Section 3 of the former [REDACTED] Code of Conduct by not adhering to the [REDACTED] demands for compliance with the [REDACTED]s zero tolerance policy toward sexual exploitation.

50. ID/OIOS concludes that [REDACTED] violated his signed "Undertaking by [REDACTED] by not performing [REDACTED] functions in full compliance with the instructions of the [REDACTED] and persons acting on his/her behalf.

VIII. RECOMMENDATIONS

51. In view of the findings of this investigation, ID/OIOS recommends the following recommendations:

Recommendation 1: It is recommended that the [REDACTED] take appropriate action against [REDACTED]

Recommendation 2: It is recommended that [REDACTED] provide a copy of this report to [REDACTED] for consideration of [REDACTED]

appropriate action against [REDACTED] and that the results of such action be reported back to [REDACTED] for passage to ID/OIOS. [REDACTED]