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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*

**DOSSIER INVESTIGATION REPORT INTO ALLEGATIONS OF
MISCONDUCT BY**

REDACTED REPORT

ID Case No. 0579-06

04 OCTOBER 2007

STRICTLY CONFIDENTIAL

This Investigation Report of the Investigations Division of the United Nations Office of Internal Oversight Services is provided upon your request pursuant to paragraph 1(c) of General Assembly resolution A/RES/59/272. The report has been redacted in part pursuant to paragraph 2 of this resolution to protect confidentiality and sensitive information. OIOS's transmission of this Report does not constitute its publication. OIOS does not bear any responsibility for any further dissemination of the Report.



TO: [REDACTED]

FROM: [REDACTED]

SUBJECT: Dossier investigation report into allegations of misconduct by [REDACTED]

1. On [REDACTED] reported to the Investigations Division of the Office of Internal Oversight Services (ID/OIOS), misconduct allegations against [REDACTED]. It was alleged that [REDACTED] had: a) supplied [REDACTED] and [REDACTED]; b) permitted [REDACTED] to [REDACTED] in [REDACTED]; and c) facilitated [REDACTED] s travel on [REDACTED].

2. Specifically, the allegations arose when, on [REDACTED] at the [REDACTED] at [REDACTED], stopped [REDACTED] from [REDACTED] to [REDACTED]. Even though [REDACTED] possessed a valid [REDACTED] authorized by [REDACTED], the then [REDACTED] had expired. [REDACTED] was handed to the [REDACTED] to determine [REDACTED] residency status and the matter was reported to the [REDACTED].

3. [REDACTED] conducted a preliminary investigation into this matter, and—based upon an alleged close personal relationship with [REDACTED]—concluded that [REDACTED], may have abused [REDACTED] authority by facilitating [REDACTED] s use of [REDACTED] for personal purposes. The matter was subsequently referred to ID/OIOS for investigation.

4. ID/OIOS interviewed [REDACTED] and [REDACTED] personnel, including [REDACTED], and reviewed relevant documents. The evidence obtained, revealed the following:

(a) According to [REDACTED] signed [REDACTED] dated [REDACTED] and [REDACTED], and issued by [REDACTED] was authorized to [REDACTED] between [REDACTED] and [REDACTED] requested both authorizations on the grounds that [REDACTED] s attendance was required for preparatory meetings on upcoming [REDACTED]. Both [REDACTED] s included [REDACTED] signed by [REDACTED].

[REDACTED]

(b) In [redacted] interview with ID/OIOS, [redacted] stated that [redacted], whom [redacted] considered a friend of [redacted], requested [redacted] to prepare [redacted] for special [redacted] including some [redacted] provided this service for free, but [redacted] provided the [redacted] added that [redacted] sometimes handed out free [redacted] to [redacted], including [redacted], but this was for personal [redacted]. In preparation for these celebrations, [redacted], on [redacted] occasions, with the assistance of [redacted] and [redacted], traveled to [redacted] on [redacted] [redacted] was also transported in [redacted], but was unsure whether [redacted] had signed the appropriate [redacted]. It was on such an occasion that on [redacted], although [redacted] name appeared on the [redacted] [redacted] queried [redacted] documents, and stopped [redacted] from [redacted] a [redacted]. The [redacted] then handed [redacted] over to the [redacted].

(c) In [redacted] interv [redacted] corroborated the statement of [redacted] confirming that, on instructions of [redacted] [redacted] arranged for [redacted]'s [redacted] on [redacted] [redacted] was assisting [redacted] in preparation for the [redacted]—buying, [redacted] and [redacted].

(d) Both [redacted] and [redacted] corroborated [redacted]'s statement that [redacted], occasionally, as a humanitarian gesture, distributed part of its [redacted] to the [redacted], including [redacted].

(e) [redacted] the [redacted] [redacted] stated that although the [redacted] provided equipment for use in the [redacted], according to the memorandum of understanding with the [redacted], the [redacted], under the [redacted], must operate this equipment pursuant to [redacted]. Further, the [redacted] is responsible for all third party claims resulting from the use of the equipment unless the loss, damage, death or injury is resulting from gross negligence or willful misconduct. In these cases the [redacted] assumes responsibility. For these reasons, non-UN personnel are not authorized to use [redacted] including [redacted] unless authorized by a designated person, and signing a waiver for [redacted] for third party claims.

Interview of [redacted]

(f) In [redacted] interview with ID/OIOS, [redacted] denied any intimate relationship with [redacted], stating that [redacted] friendship with [redacted] and [redacted] developed because of their [redacted] ties. [redacted] assisted the [redacted] with preparation for [redacted] for instance, [redacted] the visit of [redacted] [redacted] and [redacted] [redacted] admitted that, from time to time, [redacted] was driven in [redacted]. Further, on [redacted] requested authorization for [redacted] to [redacted] between [redacted] and [redacted] to finalize preparations for the [redacted] which the [redacted] approved. In addition, [redacted] stated, that

on occasion, [REDACTED] provided excess [REDACTED] to members of the [REDACTED], including [REDACTED]

5. ID/OIOS notes that according to the [REDACTED] the [REDACTED] and the [REDACTED] are authorized to grant approval for the carriage of [REDACTED] on [REDACTED], subject to the [REDACTED] signing a [REDACTED], and the [REDACTED] functions supports the [REDACTED]

6. In addition, the [REDACTED] provides circumstances under which [REDACTED] may be authorized to [REDACTED] in [REDACTED] but with signed [REDACTED]. The handbook further provides that under no circumstances shall other [REDACTED] personnel be carried in [REDACTED] without prior approval from [REDACTED]. If this happens, the [REDACTED] may be held financially liable. ID/OIOS could not find any [REDACTED] relating to [REDACTED] in the [REDACTED]

Conclusion and Recommendations

7. ID/OIOS concludes:

(a) There is no evidence that [REDACTED] supplied [REDACTED] with [REDACTED] as part of a [REDACTED] arrangement involving [REDACTED]

(b) There is no evidence that [REDACTED] acted improperly in arranging for [REDACTED] to [REDACTED] and in [REDACTED], nor that [REDACTED] otherwise acted improperly because of any personal relationship with [REDACTED].

(c) ID/OIOS finds that [REDACTED] most likely [REDACTED] without signing the [REDACTED] and thereby exposed the Organization to unnecessary risk. No [REDACTED] could be found relating to [REDACTED] in the [REDACTED] and [REDACTED] could not recall whether [REDACTED] had signed any [REDACTED]. The carriage of [REDACTED] personnel without a [REDACTED] in [REDACTED] exposes the Organization to third party claims in relation to loss, damage, death or injury that may result from the use of such [REDACTED]

8. Based on the above findings and conclusions, ID/OIOS recommends as follows:

(a) ID/OIOS recommends that [REDACTED] provides a copy of this report to the [REDACTED] for their information, and advise [REDACTED] of the findings of this report [REDACTED]

[REDACTED]

(b) ID/OIOS recommends that [REDACTED] reminds [REDACTED] management, including [REDACTED] and [REDACTED], that the provisions of the [REDACTED] handbook regarding the signature of [REDACTED] by [REDACTED] personnel [REDACTED], are fully adhered to [REDACTED].

9. Your response, [REDACTED] these recommendations would be greatly appreciated. Should you have any questions or comments, please contact [REDACTED], [REDACTED] [REDACTED].

[REDACTED]
[REDACTED]
[REDACTED]

