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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*

**INVESTIGATION REPORT INTO ALLEGATIONS OF FRAUD
AGAINST [REDACTED]**

REDACTED REPORT

ID Case No. 0709-05

19 MAY 2008

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.

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I. INTRODUCTION

1. On [REDACTED], the Investigations Division of the Office of Internal Oversight Services (OIOS) received a report of [REDACTED] in the [REDACTED] [REDACTED] charging a [REDACTED] from [REDACTED] under the false pretence that it was required for the [REDACTED]
2. It was specifically reported th [REDACTED], and [REDACTED], all [REDACTED] at the time, demanded [REDACTED] from [REDACTED], knowing that no [REDACTED] was required.
3. OIOS investigated the claim and found credible and cogent evidence to suggest that [REDACTED] systematically demanded [REDACTED] from new arrivals in exchange for the [REDACTED] knowing that such [REDACTED] were required to be issued [REDACTED] by the [REDACTED]. The following is a report of the OIOS investigation.

II. APPLICABLE LEGAL NORMS

A. AGREEMENT BETWEEN THE UNITED NATIONS AN [REDACTED] CONCERNING THE [REDACTED]

4. Paragraph 6 states: The privileges and immunities necessary for the fulfilment of the functions of the [REDACTED] also include:

(i) [REDACTED] without delay of hindrance, of its members and [REDACTED] and of the property, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, of the [REDACTED] and [REDACTED]. Members of the [REDACTED] shall be exempt from [REDACTED] regulations and [REDACTED] inspection and restrictions as well as [REDACTED] of any [REDACTED] on entering into and departing from [REDACTED] and shall be exempt from any regulations governing the [REDACTED] of [REDACTED]s, including [REDACTED]. For the purpose of such [REDACTED] and [REDACTED], members of the [REDACTED] shall only be required to have a [REDACTED] issued by the [REDACTED] which shall show the holder's full [REDACTED] except in the case of first entry, when the [REDACTED] or [REDACTED] issued by the [REDACTED] shall be accepted in lieu of the said [REDACTED]. The [REDACTED] shall promptly issue to [REDACTED] [REDACTED] charge and without any restrictions and within [REDACTED] of application, all necessary [REDACTED]s or [REDACTED].

B. AGREEMENT BETWE [REDACTED] S [REDACTED]

5. Paragraph 22 states:

For the proper performance of the services provided by [REDACTED] other than [REDACTED] in [REDACTED], in support of [REDACTED] the [REDACTED] agrees to provide [REDACTED] with facilities for their [REDACTED] into and [REDACTED] from [REDACTED], without delay or hindrance, and for their [REDACTED], as well as for their [REDACTED] in time of crisis. For this purpose, the [REDACTED] shall promptly issue to [REDACTED] and without any restrictions and within [REDACTED] of application, all necessary [REDACTED]; [REDACTED], other than [REDACTED] in [REDACTED] shall be accorded exemption from [REDACTED] in [REDACTED] on [REDACTED], [REDACTED], [REDACTED], [REDACTED] and other goods, including [REDACTED] and [REDACTED], provided to [REDACTED], including [REDACTED], [REDACTED] and other similar [REDACTED] arising directly from or related directly to the provision of such services or goods.

6. Paragraph 35 states:

The [REDACTED] undertakes to facilitate the [REDACTED] into and [REDACTED] from [REDACTED], without delay or hindrance, of the [REDACTED] of [REDACTED] and shall be kept informed of such movement. For that purpose, the [REDACTED] and [REDACTED]; [REDACTED] shall be exempt from [REDACTED] [REDACTED] and restrictions, as well as from [REDACTED]; or [REDACTED] or [REDACTED] into or [REDACTED] from [REDACTED]. They shall also be exempt from any regulations governing the [REDACTED]; in [REDACTED], including [REDACTED], but shall not be considered as acquiring any right [REDACTED] or [REDACTED].

C. STAFF REGULATIONS AND RULES

7. Staff Regulation 1.2

(b) Staff members shall uphold the highest standards of efficiency, competence and integrity. The concept of integrity includes, but is not limited to, probity, impartiality, fairness, honesty and truthfulness in all matters affecting their work and status.

(g) Staff members shall not use their office or knowledge gained from their official functions for private gain, financial or otherwise, or for the private gain of any third party, including family, friends and those they favour. Nor shall staff members use their office for personal reasons to prejudice the positions of those they do not favour.

8. Staff Rule 101.2

[REDACTED]

(f) Staff members shall not intentionally misrepresent their functions, official title or the nature of their duties to Member States or to any entities or persons external to the United Nations.

III. METHODOLOGY

9. The present investigation involved interviewing [REDACTED]s, [REDACTED] [REDACTED], and the [REDACTED]. Relevant documentation was examined, however requests for documentary evidence pertaining to the issuance of [REDACTED]s from [REDACTED]s were denied.

10. OIOS used photographic arrays as a means for witnesses to identify the subjects in support of their statements. OIOS also incorporated evidence from the preliminary fact-finding exercise conducted by [REDACTED]. Several individuals identified as potential witnesses could not be interviewed because they were no longer present in the [REDACTED] area.

IV. IMPLICATED PERSONNEL

A. [REDACTED]

11. [REDACTED] is [REDACTED] resident of [REDACTED]. [REDACTED] has been [REDACTED] as a [REDACTED] with [REDACTED] since [REDACTED]. [REDACTED] worked as [REDACTED] with the [REDACTED] before being [REDACTED] as a [REDACTED]. [REDACTED] is currently [REDACTED] as a [REDACTED].

B. [REDACTED]

12. [REDACTED] is [REDACTED] resident of [REDACTED]. [REDACTED] joined [REDACTED] as a [REDACTED] on [REDACTED]. Prior to joining the [REDACTED] worked in [REDACTED] at the [REDACTED] in [REDACTED].

C. [REDACTED]

13. [REDACTED] is [REDACTED] resident of [REDACTED]. [REDACTED] is a former [REDACTED] who worked from [REDACTED] to [REDACTED] as a [REDACTED]. When interviewed by OIOS, [REDACTED] was [REDACTED] with [REDACTED], [REDACTED] with [REDACTED] related to protocol. On [REDACTED], [REDACTED] was appointed as a [REDACTED] with the [REDACTED] in [REDACTED]).

V. BACKGROUND

14. An integral part of the [REDACTED]'s functions is to receive [REDACTED] arriving in the [REDACTED] and guide them through the [REDACTED] procedures a [REDACTED]. The [REDACTED] also assist in arranging the issuance of [REDACTED], when required, for various categories of [REDACTED], including [REDACTED] and [REDACTED] working in support of [REDACTED].

15. The [REDACTED] between the [REDACTED] and [REDACTED] the activities of the [REDACTED] exempted [REDACTED] from [REDACTED].

[REDACTED] regulations, [REDACTED] on [REDACTED] into and [REDACTED] from [REDACTED], and any regulations governing the [REDACTED], including [REDACTED]. The [REDACTED] further stipulated that "the [REDACTED] shall promptly issue to [REDACTED] and without any restrictions and within [REDACTED] application, all necessary [REDACTED]" Nevertheless, the [REDACTED] was not uniformly implemented by [REDACTED], and those [REDACTED] without a [REDACTED] were, until sometime in [REDACTED], required to [REDACTED] upon arrival at [REDACTED] for [REDACTED]. When [REDACTED] were required, the attending [REDACTED] would normally convey the [REDACTED] from the [REDACTED] to the [REDACTED], along with the [REDACTED], and then return the [REDACTED] with the [REDACTED] to the individual.

16. In [REDACTED], the [REDACTED] began authorising the issuance of [REDACTED] to all categories of [REDACTED] of charge. This [REDACTED] addresses complaints that [REDACTED] and [REDACTED] continued to demand [REDACTED] from [REDACTED], knowing that no [REDACTED] was required.

VI. INVESTIGATIVE DETAILS

17. [REDACTED] form [REDACTED], stated that initially [REDACTED] who were coming to [REDACTED] for [REDACTED] were not required to have a [REDACTED] based on the Organization's privileges and immunities. In practice, however, [REDACTED] requested [REDACTED] for its [REDACTED] to avoid frictions with [REDACTED]. [REDACTED] stated that to request the [REDACTED], the [REDACTED] would release a [REDACTED] addressed to the [REDACTED]. [REDACTED] stated that [REDACTED] had been issued [REDACTED] charge by the [REDACTED] to all [REDACTED], including [REDACTED].

18. [REDACTED] was temporarily [REDACTED] to [REDACTED] to assist with the establishment of the [REDACTED]. [REDACTED] was [REDACTED] from [REDACTED] to [REDACTED] on [REDACTED]. [REDACTED] stated that according to the prevailing practices, when a [REDACTED] or [REDACTED] is being [REDACTED], the [REDACTED] is notified and a request for a [REDACTED] is forwarded to the [REDACTED]. The [REDACTED], which is written in [REDACTED], authorises the [REDACTED] at [REDACTED] to issue a [REDACTED] charge to the arriving [REDACTED] or [REDACTED]. A copy of the [REDACTED] is provided to the [REDACTED] or [REDACTED] prior to their [REDACTED]. Without the [REDACTED], the [REDACTED] is unlikely to allow the [REDACTED] to [REDACTED].⁵

19. Despite the terms of the [REDACTED] between the [REDACTED] concerning the activities of the [REDACTED], dated [REDACTED] (" [REDACTED] in practice the [REDACTED] was previously only extended to [REDACTED] holders, according to [REDACTED]. [REDACTED]

[REDACTED]

arriving in [REDACTED] without [REDACTED] and without a [REDACTED] as [REDACTED]
[REDACTED] and [REDACTED] were charged [REDACTED]

20. According to [REDACTED] the [REDACTED] agreed to issue [REDACTED]s to all [REDACTED] working under the [REDACTED]” [REDACTED]. [REDACTED] did not receive any formal notification of this agreement; however [REDACTED] noted a change in the wording of the [REDACTED] provided by the [REDACTED] which explicitly authorised the issuance of a [REDACTED]. [REDACTED] clarified that the [REDACTED] exemption applies when the [REDACTED]s authorised prior to the [REDACTED] arrival; however, according to the prevailing practices, a [REDACTED] would still be charged if the [REDACTED] is not requested prior to arrival. According to [REDACTED], however, [REDACTED] would theoretically not be allowed to [REDACTED] to [REDACTED] without proof that they will be permitted to enter [REDACTED], such as a copy of the [REDACTED]

21. Regarding the alleged collection of [REDACTED]s by [REDACTED] [REDACTED] stated that when [REDACTED] arrived in the [REDACTED] in [REDACTED], [REDACTED] discussed the protocols with respect to the issuance of [REDACTED]s with [REDACTED], [REDACTED] and [REDACTED] both informed [REDACTED] that they were still required to [REDACTED] from each [REDACTED]. [REDACTED] stated that, at that time, [REDACTED] was unaware of the [REDACTED] agreement and, therefore, [REDACTED] saw nothing unusual in [REDACTED]s statement [REDACTED]

22. [REDACTED] stated that it was sometime in [REDACTED] when [REDACTED] had a discussion with [REDACTED] and learned for the first time that [REDACTED] were supposed to be [REDACTED] charge. [REDACTED] did not raise the issue with [REDACTED] [REDACTED] and [REDACTED]

23. [REDACTED] stated that one [REDACTED] in [REDACTED] was approaching the [REDACTED] when [REDACTED] saw [REDACTED] speaking to [REDACTED]. [REDACTED] stated that [REDACTED] observed [REDACTED] handing what [REDACTED] believed to be a [REDACTED] and [REDACTED] to [REDACTED]. [REDACTED] stated that when [REDACTED] became aware that [REDACTED] had been seen, [REDACTED] appeared startled and attempted to conceal the [REDACTED]. [REDACTED] stated that [REDACTED] immediately reported [REDACTED] observations and concerns [REDACTED] who directed [REDACTED] to go to [REDACTED] and speak to [REDACTED] to confirm that [REDACTED] were [REDACTED]. [REDACTED] stated that after confirming that there were [REDACTED] to [REDACTED] relayed [REDACTED] findings to [REDACTED] [REDACTED]

24. [REDACTED] corroborated this account and stated that [REDACTED] first voiced [REDACTED] concerns on [REDACTED]. [REDACTED] said that [REDACTED] contacted [REDACTED] and that [REDACTED] confirmed that a [REDACTED] had been made, and that all of the [REDACTED] were [REDACTED] the [REDACTED] upon arrival [REDACTED]

25. [REDACTED] stated that the language in the [REDACTED] was clear and [REDACTED] assumed that [REDACTED] would know that there was no longer a requirement for [REDACTED] [REDACTED]

[REDACTED]

in [REDACTED] to [REDACTED] stated that since [REDACTED] had not received any notification of any change in the [REDACTED]

26. [REDACTED] reported the [REDACTED] to [REDACTED] [REDACTED] [REDACTED] and [REDACTED] preliminary fact-finding exercise was initiated. On [REDACTED] [REDACTED] held a [REDACTED] within the [REDACTED] stated that [REDACTED] discussed in general terms the changes that had taken place in [REDACTED] and reiterated that no [REDACTED] were required. [REDACTED] stated that [REDACTED] asked the group whether any [REDACTED] were currently being collected. In response, [REDACTED] stated that no [REDACTED] were being collected and [REDACTED] added that they knew about the changes, as [REDACTED] and [REDACTED] had been instrumental in facilitating the [REDACTED]

27. When interviewed by OIO [REDACTED] stated that neither [REDACTED] nor any other [REDACTED] had [REDACTED] for a [REDACTED] [REDACTED] stated that the terms of the [REDACTED] between [REDACTED] and [REDACTED] provide for the [REDACTED] to be exempt from the [REDACTED] including the [REDACTED]. According to [REDACTED] was the only [REDACTED] responsible for arranging [REDACTED] during the [REDACTED]

28. In apparent contrast [REDACTED]'s statement [REDACTED] provided [REDACTED] with a list of [REDACTED] for whom [REDACTED] were allegedly [REDACTED] to [REDACTED] either in the [REDACTED] or in the [REDACTED]. OIOS noted that the list included [REDACTED] identified only as [REDACTED] (passport number [REDACTED]) for whom [REDACTED] was allegedly [REDACTED] for a [REDACTED] issued on [REDACTED].

A. [REDACTED]

29. OIOS interviewed [REDACTED] [REDACTED] [REDACTED] at [REDACTED] regarding the procedures in place for the [REDACTED] to [REDACTED] [REDACTED] stated that there were [REDACTED] issued at [REDACTED]. The first is a [REDACTED] which is issued at a [REDACTED] and the [REDACTED] is a [REDACTED], which is issued to [REDACTED] working in a [REDACTED] capacity in [REDACTED] [REDACTED] stated that [REDACTED] are issued on the basis of a [REDACTED] from the [REDACTED]. [REDACTED] stated that [REDACTED] and [REDACTED] usually have [REDACTED] from the [REDACTED] stipulating the type of [REDACTED] that should be issued and that [REDACTED] at the [REDACTED] were obliged to abide by the [REDACTED] in these [REDACTED].

30. [REDACTED] stated that there was a strict [REDACTED] in place to account for all [REDACTED] received by [REDACTED] and that a [REDACTED] was kept at the [REDACTED] for every [REDACTED]. Moreover, the [REDACTED] was identical to the [REDACTED] of the [REDACTED], and the [REDACTED] contained a copy of all [REDACTED], including any [REDACTED] from the [REDACTED]. [REDACTED] stated that the attending [REDACTED] immediately took the [REDACTED] to the [REDACTED], who accepted the [REDACTED] and issued a [REDACTED]. Despite several requests, OIOS was not permitted to review the [REDACTED] pertaining to the [REDACTED]

[REDACTED]

B. [REDACTED]

31. [REDACTED] has been the [REDACTED] since [REDACTED] arrival in [REDACTED] on [REDACTED]. [REDACTED] stated that [REDACTED] included meeting incoming [REDACTED] at the [REDACTED]. [REDACTED] stated that [REDACTED] had personally greeted all but [REDACTED] of the incoming [REDACTED] since [REDACTED]. When asked to explain the [REDACTED] procedure, [REDACTED] stated that in most cases, [REDACTED] would be at the [REDACTED] to assist with [REDACTED] and [REDACTED] issues. [REDACTED] stated that the [REDACTED] dealt with during [REDACTED] time were [REDACTED] and [REDACTED]. Back in [REDACTED], there were only [REDACTED], namely [REDACTED]; the other [REDACTED] arrived later during [REDACTED].

32. [REDACTED] stated that when new [REDACTED] arrived at [REDACTED] a [REDACTED] from [REDACTED] would collect [REDACTED] and the individual's [REDACTED]. The [REDACTED] would then apparently enter the [REDACTED] in the [REDACTED] area whilst [REDACTED] and the arriving [REDACTED] would collect the [REDACTED]. Thereafter, the [REDACTED] would return with the [REDACTED], which contained the [REDACTED]. For [REDACTED], this appeared to be the normal practice and [REDACTED] accepted it as the correct procedure. [REDACTED] stated that, on occasion, [REDACTED] had accepted the [REDACTED] from arriving [REDACTED]s and then passed them on to the [REDACTED] for processing. [REDACTED] stated that some [REDACTED] would request [REDACTED] from the [REDACTED], only to be told that the [REDACTED] did not provide [REDACTED].

33. [REDACTED] stated that [REDACTED] first became suspicious about the true nature of these [REDACTED] when, in [REDACTED], went to the [REDACTED] to meet [REDACTED] and, on this occasion, there was no [REDACTED] to assist with the issuance of [REDACTED]. [REDACTED] stated that [REDACTED] approached [REDACTED] to [REDACTED] the [REDACTED], only to be told that no [REDACTED] was required. The [REDACTED] referred [REDACTED] to the [REDACTED] that authorized the [REDACTED] of a [REDACTED] charge. A [REDACTED] was then issued to [REDACTED] and no [REDACTED] was [REDACTED].

34. [REDACTED] stated that it was either [REDACTED] or [REDACTED] who were involved in the majority of cases during [REDACTED]. However, on [REDACTED] [REDACTED] collected the [REDACTED]. On that occasion, the [REDACTED] had already received the [REDACTED] cleared both [REDACTED] and [REDACTED] and had proceeded to the [REDACTED] when [REDACTED] asked for the [REDACTED]. [REDACTED] stated that [REDACTED] were collected outside the [REDACTED] or [REDACTED] other occasions. [REDACTED] stated that between [REDACTED] (when [REDACTED] first became suspicious about the [REDACTED] and [REDACTED], [REDACTED] other [REDACTED] arrived in the [REDACTED] and [REDACTED] witnessed [REDACTED] being made to [REDACTED].

35. OIOS interviewed [REDACTED]s who corroborated [REDACTED]s account. The witnesses arrived in the [REDACTED] between [REDACTED] and [REDACTED], and all claimed to have [REDACTED].

[REDACTED]
[REDACTED]
[REDACTED]

made [REDACTED] to [REDACTED] for the [REDACTED] of [REDACTED] and identified the [REDACTED] to whom they made [REDACTED]

36. [REDACTED] was initially [REDACTED] as a [REDACTED] by [REDACTED] to work as the [REDACTED] pending the arrival of the [REDACTED]. [REDACTED] had raised the issue of the [REDACTED] for [REDACTED] with [REDACTED]. OIOS obtained a copy of [REDACTED] in which [REDACTED] addressed [REDACTED] concerns over the [REDACTED] by newly [REDACTED]. [REDACTED] also stated that when [REDACTED] arrived in the [REDACTED] at [REDACTED] in [REDACTED], travelling with [REDACTED] was met by a [REDACTED] identified as [REDACTED]. At [REDACTED] request [REDACTED] provided [REDACTED] with [REDACTED] and [REDACTED]. A short time later [REDACTED] returned the [REDACTED] containing the [REDACTED] and they left the [REDACTED]. [REDACTED] could not recall whether [REDACTED] was provided with a [REDACTED] however [REDACTED] provided a copy of the [REDACTED] which indicated that the [REDACTED] was to be [REDACTED] charge.

C. [REDACTED]

37. [REDACTED] was tasked, as part of the [REDACTED] preliminary fact-finding exercise, to contact each of the [REDACTED] to ascertain whether they had been requested to [REDACTED] for [REDACTED]. [REDACTED] provided OIOS with the lists compiled by each of said [REDACTED] of [REDACTED] for whom the [REDACTED] were [REDACTED] either by the [REDACTED] or the [REDACTED]. [REDACTED] stated that although [REDACTED] did not have any contact with the subjects of this investigation, the requests for the [REDACTED] of [REDACTED] suddenly stopped.

38. OIOS conducted interviews with representatives of [REDACTED] believed to have information relevant to this investigation.

(i) [REDACTED]

39. [REDACTED] is the [REDACTED] a [REDACTED] entity providing [REDACTED] to [REDACTED] commenced [REDACTED] in [REDACTED] in [REDACTED] said that, between [REDACTED] and [REDACTED] regularly made [REDACTED] to [REDACTED] from the [REDACTED] for the [REDACTED] to [REDACTED]. The [REDACTED] depended on the type of [REDACTED], i.e. [REDACTED] for [REDACTED] and [REDACTED] for a [REDACTED]. [REDACTED] had [REDACTED] in [REDACTED] at any one time, with a [REDACTED] every [REDACTED]. [REDACTED] said that a [REDACTED] was made every time a new [REDACTED] was [REDACTED] to the [REDACTED] and the [REDACTED] only stopped after the [REDACTED] circulated [REDACTED] stipulating that no [REDACTED] were to be [REDACTED] for [REDACTED] into [REDACTED].

40. [REDACTED] was shown [REDACTED] photographic arrays each containing the photographs of [REDACTED] individuals of similar physical appearance. [REDACTED] identified [REDACTED] as persons working in the [REDACTED]. Whilst [REDACTED] was unable to particularize the details, [REDACTED] said [REDACTED] had [REDACTED] to each of them between [REDACTED] and [REDACTED].

41. OIOS interviewed [REDACTED] who was [REDACTED] with [REDACTED] [REDACTED] between [REDACTED] [REDACTED] stated that [REDACTED] regularly [REDACTED] from the [REDACTED] for [REDACTED] approximately [REDACTED] as a [REDACTED] for new [REDACTED] stated that [REDACTED] made these [REDACTED] on about [REDACTED] said that in [REDACTED] commenced [REDACTED] with [REDACTED] - another [REDACTED] - and continued [REDACTED] and [REDACTED] to [REDACTED] until around [REDACTED] or [REDACTED] [REDACTED] added that the [REDACTED] were usually made at the [REDACTED] or in the [REDACTED] area at [REDACTED] stated that [REDACTED] never received a [REDACTED] for these [REDACTED] stated that the [REDACTED] stopped when [REDACTED] received information from other [REDACTED] that no [REDACTED] were required. [REDACTED] was asked to examine the photographic arrays. [REDACTED] identified [REDACTED] as been persons working in the [REDACTED] stated that [REDACTED] had [REDACTED] to [REDACTED], but could not specifically recall [REDACTED] to [REDACTED]

(ii) [REDACTED]

42. [REDACTED], estimated that, between [REDACTED] and [REDACTED] company [REDACTED] from the [REDACTED] relating to the [REDACTED] and [REDACTED] for [REDACTED] supplied a list of [REDACTED] and [REDACTED] said that the [REDACTED] regularly [REDACTED] for a [REDACTED] and [REDACTED] for [REDACTED] A total of [REDACTED] for the [REDACTED] and [REDACTED] were made after [REDACTED] totalling [REDACTED] in [REDACTED] and [REDACTED] in [REDACTED]. [REDACTED] examined the photographic arrays and identified [REDACTED] as [REDACTED] of the [REDACTED] to whom [REDACTED] had made these [REDACTED]

(iii) [REDACTED]

43. [REDACTED], stated that, in [REDACTED] was in the process of arranging a [REDACTED] for a newly arrived [REDACTED] when [REDACTED] was informed by a [REDACTED] from the [REDACTED] that it was necessary to [REDACTED] for [REDACTED] and [REDACTED] [REDACTED] stated that [REDACTED] were [REDACTED] in the [REDACTED] in the former [REDACTED] [REDACTED] identified [REDACTED] from a [REDACTED] as being the person to whom [REDACTED] had [REDACTED] this [REDACTED] stated that [REDACTED] similar [REDACTED] on a [REDACTED] occasion, but was unable to identify the individual to whom the [REDACTED] was made. [REDACTED] stated that, as far as [REDACTED] could remember, [REDACTED] did not receive a [REDACTED] any of the [REDACTED]

(iv) [REDACTED]

44. [REDACTED] is [REDACTED] to [REDACTED] stated that between [REDACTED] and [REDACTED] a representative of the [REDACTED] as a [REDACTED] for new [REDACTED]. [REDACTED] subsequently identified [REDACTED] from a photographic array as being the person to whom [REDACTED] had [REDACTED] stated that the [REDACTED] in [REDACTED] handed to [REDACTED] in the [REDACTED] stated that [REDACTED] had never [REDACTED]

[REDACTED] to representatives of the [REDACTED] or the [REDACTED] for [REDACTED]

(v) [REDACTED]

45. [REDACTED] stated that, [REDACTED] assigned [REDACTED] as [REDACTED] for the [REDACTED]. [REDACTED] stated that [REDACTED] brought a number of new [REDACTED] to the [REDACTED] throughout [REDACTED] and, as a consequence, the [REDACTED] had regular interaction with the [REDACTED]. [REDACTED] stated that part of [REDACTED] duties required [REDACTED] to meet new [REDACTED] at [REDACTED] and [REDACTED] estimated that [REDACTED] met about [REDACTED] between [REDACTED] and [REDACTED].

46. [REDACTED] stated that, when [REDACTED] was advised that [REDACTED] was arriving in the [REDACTED] [REDACTED] would complete a [REDACTED] containing the details of the [REDACTED] and forward it to [REDACTED] at the [REDACTED].

47. [REDACTED] stated that [REDACTED] always went to the [REDACTED] to meet the [REDACTED], but that [REDACTED] was never permitted to enter the [REDACTED]. [REDACTED] would wait outside the [REDACTED] and meet the new [REDACTED]. [REDACTED] stated that on every occasion [REDACTED] of the [REDACTED] [REDACTED] would attend. [REDACTED] knew the [REDACTED]; as [REDACTED]. [REDACTED] stated that, to [REDACTED] knowledge, none of the arriving [REDACTED] any [REDACTED] directly to the [REDACTED]. [REDACTED] stated that [REDACTED] always [REDACTED] the [REDACTED] in advance and always to [REDACTED]. [REDACTED] said that [REDACTED] would collect the [REDACTED] from the [REDACTED] and deliver it to [REDACTED] at [REDACTED] and that [REDACTED] were never made at [REDACTED]. [REDACTED] estimated that between [REDACTED] and [REDACTED] [REDACTED] to [REDACTED] times and that, on occasion, [REDACTED] were made for multiple [REDACTED], e.g. [REDACTED] for [REDACTED] or [REDACTED] for [REDACTED].

48. [REDACTED] stated that, when making these [REDACTED] [REDACTED] insist that [REDACTED] sign a [REDACTED]; [REDACTED] stated that [REDACTED] initially advised [REDACTED] that [REDACTED] did not provide [REDACTED], so [REDACTED] produced [REDACTED] for [REDACTED] to [REDACTED]. [REDACTED] provided OIOS with [REDACTED], which [REDACTED] stated were signed [REDACTED]. These [REDACTED] were on [REDACTED] and purported to acknowledge the [REDACTED] of [REDACTED] for [REDACTED], for a total of [REDACTED] totalling [REDACTED]. These [REDACTED] were subsequently compared with known [REDACTED] from [REDACTED] and standard [REDACTED] provided at the time of [REDACTED] interview with OIOS. The analysis performed by [REDACTED] [REDACTED] found no agreement between the [REDACTED] on the [REDACTED] and the known and standard samples of [REDACTED].

(vi) Other [REDACTED]

49. The following [REDACTED] provided evidence in the preliminary fact-finding exercise conducted by [REDACTED]. As the [REDACTED] are no longer in the [REDACTED], they could not be interviewed by OIOS; however the documentary evidence provided has been incorporated into this investigation.

(a) [REDACTED], provided a list of [REDACTED] who arrived in [REDACTED] on [REDACTED] and [REDACTED]. These [REDACTED] were reported to have [REDACTED] each to [REDACTED] for [REDACTED] on arrival at [REDACTED].

[REDACTED] and [REDACTED] were reported to have [REDACTED] each for [REDACTED].

(b) [REDACTED] provided a list of [REDACTED] who arrived in [REDACTED] between [REDACTED] and [REDACTED] of these [REDACTED] reportedly [REDACTED] each [REDACTED].

(c) [REDACTED], supplied a list of [REDACTED] made for [REDACTED] and [REDACTED]. This list contained the names of [REDACTED]. According to the list, a total of [REDACTED] of [REDACTED] were made for [REDACTED] and [REDACTED] of [REDACTED] were made for [REDACTED]. These [REDACTED] were all reportedly made to [REDACTED];

(d) [REDACTED], the [REDACTED], submitted a list of alleged [REDACTED] made for [REDACTED]. This list contained the names of [REDACTED] who arrived in [REDACTED] between [REDACTED] and [REDACTED]. These [REDACTED] totalled [REDACTED] and were purported to have been [REDACTED] directly to [REDACTED].

D. [REDACTED]

50. [REDACTED] stated that [REDACTED] included arranging the [REDACTED] of [REDACTED] for [REDACTED] and [REDACTED] the meeting of [REDACTED] upon their arrival at [REDACTED] liaison with the [REDACTED]; and the handling of [REDACTED] for [REDACTED] and [REDACTED] who assist [REDACTED] in the aforementioned duties. Moreover, as many of the [REDACTED] at the [REDACTED] do not speak [REDACTED] also acted as liaison between [REDACTED] and [REDACTED] and [REDACTED].

51. [REDACTED] stated that [REDACTED] arrived in possession of a [REDACTED], then [REDACTED] would simply meet and assist them to proceed through [REDACTED]. [REDACTED] stated that [REDACTED] arriving without a [REDACTED] were usually in possession of a copy of [REDACTED] that contained a [REDACTED] and, as [REDACTED] would have the original. [REDACTED] would then escort the [REDACTED] to the [REDACTED] to complete a [REDACTED], whereupon a [REDACTED] would be issued at [REDACTED].

52. [REDACTED] stated that on occasion [REDACTED] is also required to assist [REDACTED] in dealing with [REDACTED] particularly if the [REDACTED] is [REDACTED] with a [REDACTED] other than a [REDACTED] as the [REDACTED] may not know to treat the arrivals as [REDACTED]. [REDACTED] stated that holders of a [REDACTED] were issued a [REDACTED] which was valid for up to [REDACTED], whilst those [REDACTED] with [REDACTED] received a [REDACTED].

53. When asked, [REDACTED] stated that there was never [REDACTED] associated with this process, as all the [REDACTED] were issued [REDACTED]. When asked, [REDACTED] confirmed that [REDACTED] for [REDACTED]; and [REDACTED] were also [REDACTED].

54. [REDACTED] was asked whether [REDACTED] were ever required to [REDACTED] for [REDACTED]. [REDACTED] stated that from [REDACTED] it in [REDACTED] until [REDACTED] [REDACTED], all [REDACTED] not [REDACTED] with a [REDACTED] were required to [REDACTED] for [REDACTED].

[REDACTED] recalled that [REDACTED] attended a [REDACTED] with [REDACTED] and others, including [REDACTED]. [REDACTED] stated, "It was at this [REDACTED] that things became clear [...] It was complicated because this was the first time [REDACTED] was seeing [REDACTED] on its [REDACTED] among other unfamiliar issues. It was cleared up at this [REDACTED] that [REDACTED] does not have to [REDACTED] for [REDACTED]. [REDACTED] also stated that [REDACTED] had given [REDACTED] a [REDACTED] that reflected these changes, although [REDACTED] added that these changes often took some time to implement on the ground. When asked when exactly the change was implemented, [REDACTED] stated that it "could have been around [REDACTED]."

55. OIOS informed [REDACTED] that it had been alleged that [REDACTED] received [REDACTED] in the [REDACTED] for [REDACTED] after the above-mentioned [REDACTED] and that OIOS had in its possession [REDACTED] for said [REDACTED] bearing [REDACTED]'s [REDACTED]. [REDACTED] stated that [REDACTED] never [REDACTED] any [REDACTED] for any [REDACTED], nor did [REDACTED] ever receive [REDACTED] in the [REDACTED]. [REDACTED] stated that prior to [REDACTED] implementation of the [REDACTED] for all [REDACTED], [REDACTED] collected the [REDACTED] to [REDACTED] the [REDACTED] at the [REDACTED].

56. [REDACTED] was asked whether [REDACTED] had attended a [REDACTED] in [REDACTED] in which the issue of [REDACTED] for [REDACTED] was raised. [REDACTED] stated that [REDACTED] had attended such a [REDACTED] in [REDACTED] or [REDACTED] where [REDACTED], former [REDACTED], informed those in attendance that people were complaining that they were being asked to [REDACTED] for [REDACTED]. [REDACTED] stated that [REDACTED] informed [REDACTED] that such [REDACTED] were no longer required.

E. INTERVIEW WITH [REDACTED]

57. [REDACTED] stated that as a [REDACTED] duties primarily involved acting as a liaison between [REDACTED] and the [REDACTED] regarding the issuance of [REDACTED] for [REDACTED] to the [REDACTED], including [REDACTED] and [REDACTED]. [REDACTED] stated that when [REDACTED] were due in [REDACTED] and they did not have [REDACTED], [REDACTED] would attend at the [REDACTED] and collect the [REDACTED] which [REDACTED] would provide to [REDACTED] at the [REDACTED] to facilitate the issuance of [REDACTED]. [REDACTED] stated that [REDACTED] would introduce [REDACTED] to the [REDACTED] and assist them with [REDACTED] procedures before introducing them to [REDACTED].

58. [REDACTED] stated that when [REDACTED] commenced, holders of a [REDACTED] received [REDACTED] charge; however, those [REDACTED] with [REDACTED] were required to [REDACTED] for [REDACTED]. [REDACTED] stated that this was required because the [REDACTED] from the [REDACTED] did not stipulate that those [REDACTED] on [REDACTED] despite their status as [REDACTED] were to be issued a [REDACTED]. [REDACTED] stated that [REDACTED] that this changed in [REDACTED] with the [REDACTED] of the [REDACTED]. [REDACTED] stated that, the following [REDACTED] the [REDACTED] changed the wording of the [REDACTED] addressed to [REDACTED] and directed that [REDACTED] with [REDACTED] should be granted [REDACTED]. [REDACTED] stated that [REDACTED] and the other [REDACTED] implemented these [REDACTED] the day following the [REDACTED] of the [REDACTED]. [REDACTED] stated that, at no time, did [REDACTED] handle any [REDACTED] for [REDACTED] and that, prior to [REDACTED], those who were required to [REDACTED] did so directly to [REDACTED].

59. [REDACTED] was asked whether [REDACTED] had attended [REDACTED] in [REDACTED] when the issue of [REDACTED] for [REDACTED] was raised by [REDACTED]. [REDACTED] stated that [REDACTED] was present, but would not describe it as a [REDACTED]. [REDACTED] stated that [REDACTED] called the [REDACTED] to [REDACTED] and asked them whether they were still [REDACTED] from [REDACTED]. [REDACTED] stated that [REDACTED] in [REDACTED] capacity as [REDACTED], replied that no [REDACTED] had been collected from [REDACTED] since the [REDACTED] of the [REDACTED].

60. OIOS informed [REDACTED] that it had been alleged that [REDACTED] and other [REDACTED] had received [REDACTED] for [REDACTED] after [REDACTED]. [REDACTED] denied receiving [REDACTED] for [REDACTED] from [REDACTED] before or after the [REDACTED] was [REDACTED] and reiterated that [REDACTED] advised all [REDACTED] that were required to [REDACTED] to deal directly with [REDACTED]. When asked whether [REDACTED] could explain the reasons behind the allegations being made against [REDACTED], [REDACTED] told OIOS that [REDACTED] believed it was possible that one of [REDACTED] colleagues had been using [REDACTED] name to fraudulently collect [REDACTED].

F. INTERVIEW WITH [REDACTED]

61. [REDACTED] stated that [REDACTED] resigned from [REDACTED] and joined [REDACTED] ([REDACTED]) because [REDACTED] was offered a better [REDACTED]. [REDACTED] stated that [REDACTED] had a very good relationship with the [REDACTED] [REDACTED] at [REDACTED] [REDACTED] because [REDACTED] had been [REDACTED] there since [REDACTED] before [REDACTED] joined [REDACTED].

62. As a [REDACTED] in [REDACTED], [REDACTED]'s duties included acting as a liaison between [REDACTED] and the [REDACTED] on [REDACTED], meeting [REDACTED] at the [REDACTED], and [REDACTED] for [REDACTED] and [REDACTED].

63. [REDACTED] stated that in case there was no opportunity for [REDACTED] to receive a [REDACTED] prior to their [REDACTED], then the [REDACTED] would receive information about the [REDACTED] ([REDACTED]) from the expecting [REDACTED] or [REDACTED], and then [REDACTED] would forward the information to any of the [REDACTED] to prepare a request to the [REDACTED] to issue a [REDACTED], authorising the issuance of [REDACTED]. The [REDACTED] would provide a copy of the [REDACTED] to the [REDACTED] or [REDACTED] prior to their [REDACTED]. [REDACTED] would also deliver the original to the [REDACTED] at [REDACTED] when meeting the [REDACTED].

64. [REDACTED] met [REDACTED] before reaching the [REDACTED]; identified [REDACTED] by displaying a [REDACTED] with the name [REDACTED]. [REDACTED] then ask [REDACTED] for their [REDACTED] or [REDACTED], which [REDACTED] would then submit, together with the original [REDACTED], to the [REDACTED] to [REDACTED] an [REDACTED] in the [REDACTED] and once stamped [REDACTED] would hand the [REDACTED] back to the [REDACTED] to enable [REDACTED] to continue with the [REDACTED].

65. [REDACTED] stated that [REDACTED] were always granted [REDACTED] for all categories of [REDACTED] working under the "[REDACTED]" When asked if there had ever been a [REDACTED] imposed for [REDACTED], [REDACTED] was not able to recall the exact [REDACTED], but stated that, during the [REDACTED], and for a period of approximately [REDACTED] thereafter, all [REDACTED] had had been required to [REDACTED] for the [REDACTED]. Later the procedures were changed and all [REDACTED] were issued [REDACTED].

66. [REDACTED] stated that th [REDACTED] [REDACTED] assisted [REDACTED] [REDACTED] in the [REDACTED] to [REDACTED] for a [REDACTED] [REDACTED] at the [REDACTED] [REDACTED]. According to [REDACTED] [REDACTED] [REDACTED] were not required to [REDACTED] [REDACTED] stated that the [REDACTED] was approximately [REDACTED] and that they did not ask [REDACTED] for any more [REDACTED] than what was required for the [REDACTED]

67. [REDACTED] recalled an instance when [REDACTED] was issued without specifying that a [REDACTED] was to be issued [REDACTED]. The attending [REDACTED] contacted the [REDACTED] to report the error. The arrival was subsequently permitted to enter the [REDACTED] and asked to leave [REDACTED] in the [REDACTED]. The following [REDACTED] a corrected [REDACTED] was issued by the [REDACTED]; and the [REDACTED] was issued [REDACTED] charge.

68. [REDACTED] as asked whether [REDACTED] [REDACTED] in [REDACTED] when the [REDACTED] [REDACTED] raised an issue regarding [REDACTED] [REDACTED] acknowledged being present at the [REDACTED] and that it was a surprise for [REDACTED] that the [REDACTED] were being [REDACTED]

69. [REDACTED] stated th [REDACTED] as aware of allegations made against [REDACTED] [REDACTED] of receiving [REDACTED] from [REDACTED] for [REDACTED] [REDACTED] stated that [REDACTED] had never received [REDACTED] from [REDACTED] for [REDACTED] and did not witness [REDACTED] doing so either.

VII. FINDINGS

A. ANALYSIS

70. OIOS found that the [REDACTED] between the [REDACTED] and the [REDACTED] concerning the activities of the [REDACTED] in [REDACTED] stipulated that [REDACTED] were exempt from [REDACTED] [REDACTED] on [REDACTED] into and [REDACTED] from [REDACTED] and that [REDACTED] were to be issued, [REDACTED] and without [REDACTED] all necessary [REDACTED]. The terms of the [REDACTED] however, were not fully implemented. For [REDACTED] without a [REDACTED] required [REDACTED] upon [REDACTED]. The [REDACTED] could be issued at a [REDACTED] in the [REDACTED] of [REDACTED] or at the [REDACTED] upon [REDACTED] in [REDACTED], on the basis of a [REDACTED] from the [REDACTED]. Based on the statement of the [REDACTED], acquiesced to the [REDACTED] which contradicted the terms of the [REDACTED] to avoid tension with [REDACTED]. Such acquiescence is implied in the [REDACTED] of the [REDACTED] routinely issued by [REDACTED] to request the issuance of [REDACTED], which reads, "Pending the implementation by the Government of the above-mentioned exemption, [REDACTED] requests that a [REDACTED] be granted on [REDACTED] at [REDACTED] to [name]."

71. OIOS found th [REDACTED] who were issue [REDACTED] upon [REDACTED] and who were [REDACTED] without a [REDACTED] were, until sometime in [REDACTED], routinely [REDACTED] a [REDACTED] of [REDACTED] for the issuance of the [REDACTED] and the equivalent of [REDACTED] for a [REDACTED], sometimes [REDACTED] in [REDACTED]. It was expected that the [REDACTED],

whose role it was to guide [REDACTED] through the [REDACTED] and [REDACTED] procedures, would convey the [REDACTED] of the [REDACTED] from the individual to the [REDACTED]

72. Beginning in [REDACTED], the standard [REDACTED] of the [REDACTED] issued for new [REDACTED] explicitly stated that the [REDACTED] was to be issued [REDACTED]. Although no official notification was given, the [REDACTED] who were [REDACTED] in the [REDACTED] at the time, namely [REDACTED], stated that they were aware of the provision.

73. There is a preponderance of evidence to support that [REDACTED] and [REDACTED] continued to [REDACTED] from the [REDACTED] that they were tasked to assist, or from their [REDACTED] knowing that a [REDACTED] was not required. This finding is based on the statements of witnesses who claimed to have made [REDACTED] to one or more of the subjects for the issuance of [REDACTED] either for themselves or on behalf of others. It is also based on the data provided by [REDACTED] listing the [REDACTED] for whom [REDACTED] were [REDACTED] and identifying [REDACTED] as having exacted the [REDACTED]. Several of the witnesses also identified the subjects from photographic arrays. OIOS found that the foregoing evidence outweighs the general denials of [REDACTED] [REDACTED]'s suggestion that one of [REDACTED] colleagues may have used [REDACTED] name to fraudulently collect [REDACTED] is foreclosed by [REDACTED] identification by several witnesses in a photographic array.

74. Although, OIOS could not establish exact amounts or dates, the evidence shows that [REDACTED] was also fraudulently collecting [REDACTED] from [REDACTED], well knowing that it was not required.

B. EXTENT OF MISCONDUCT

75. OIOS estimates the sum total of improper [REDACTED] made to [REDACTED] [REDACTED] that are supported by direct evidence to [REDACTED]. Whilst circumstantial evidence suggests that the extent of the improper [REDACTED] may be much greater, OIOS derived this [REDACTED] by considering only those [REDACTED] for which specific information was adduced, such as names of individuals, dates, and [REDACTED]. Several individuals identified as potential [REDACTED] could not be interviewed because they had left the [REDACTED], therefore OIOS was unable to confirm or refute many of the alleged [REDACTED]. Other [REDACTED] attested to having made [REDACTED] to one of more of the subjects, but were unable to provide more specific information.

76. Of the above-mentioned figure, [REDACTED] is attributed solely to [REDACTED] and [REDACTED] is attributed solely to [REDACTED]. Credible evidence supports that [REDACTED] can be attributed to either [REDACTED], or both. Further evidence suggested that [REDACTED] can be attributed to [REDACTED], or both. OIOS notes that [REDACTED] was instrumental in drawing attention to the improper [REDACTED] by reporting [REDACTED] suspicions to [REDACTED]; the [REDACTED], which eventually led to the initiation of the present investigation. Moreover, [REDACTED] was interviewed by OIOS on [REDACTED] [REDACTED] in the course of this investigation and was found to be a credible witness. Therefore OIOS makes no adverse finding against [REDACTED] [REDACTED]. OIOS found that [REDACTED] was [REDACTED] to one or more unidentified individuals. [REDACTED]

C. TIME FRAME

77. Based on the evidence available, OIOS approximates that the majority of improper [REDACTED]; described in this report were [REDACTED] between [REDACTED] and [REDACTED]. One [REDACTED] reported having [REDACTED] for [REDACTED] in [REDACTED] and [REDACTED] in [REDACTED]; however the [REDACTED] did not identify to whom those [REDACTED]; were made. OIOS notes that all of the subjects attended a [REDACTED], believed to have taken place on [REDACTED], called by the [REDACTED] to remind [REDACTED] that no [REDACTED] were required. Therefore any improper collection of [REDACTED] beyond that [REDACTED] may be considered as aggravated.

VIII. CONCLUSIONS

78. In view of the foregoing, OIOS concluded that [REDACTED], [REDACTED] and [REDACTED] violated Staff Regulation 1.2 (b), in that they failed to uphold the highest standards of efficiency, competence and integrity.

79. In using their official functions for private gain [REDACTED] and [REDACTED] violated Staff Regulation 1.2 (g).

80. In misrepresenting the nature of their duties to persons external to the United Nations, [REDACTED] violated Staff Rule 101.2 (f).

IX. FAILURE TO OBSERVE LOCAL LAWS

81. Based on the evidence outlined in this report, ID/OIOS notes that the conduct [REDACTED] and [REDACTED] may be in violation of [REDACTED] local laws, which they, as [REDACTED] are obliged to comply.

X. RECOMMENDATIONS

82. In view of these findings and conclusions, OIOS recommends the following:

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

Recommendation 2: It is recommended that [REDACTED] take appropriate action against [REDACTED].

Recommendation 3: It is recommended that [REDACTED] take appropriate action against [REDACTED].

Recommendation 4: It is recommended that the [REDACTED] in consultation with the [REDACTED] consider referring this matter to the [REDACTED]; judicial authorities for possible action against [REDACTED] and [REDACTED].

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