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UNITED NATIONS

**Office of Internal Oversight Services
Investigations Division**

**REDACTED
REPORT OF INVESTIGATION**

ID CASE NO. 0154/05

10 October 2005

THREATS AGAINST A UNMIL OFFICER AND A CONFLICT OF INTEREST WITHIN THE TRANSPORT SECTION OF UNMIL

I. INTRODUCTION

1. The Investigations Division of the Office of Internal Oversight Services (ID/OIOS) was informed by the Department of Safety and Security (DSS) that Officer 1, Transport Section in the United Nations Mission in Liberia (UNMIL) had been the subject of threatening e-mails. Specifically, the e-mails had stated that Officer 1 would be killed if his proposed transfer to the United Nations Assistance Mission to Iraq (UNAMI) went ahead. The DSS investigators, although able to determine that the e-mails in question had originated in South Africa, were unable to identify the author of the threats, although Officer 1 himself suspected that it was the work of Staff Member 1, one of his subordinates in UNMIL. The matter was passed to ID/OIOS for further investigation.

2. Although the ID/OIOS investigation could not definitely identify the author of the threatening e-mail, during the course of the investigation evidence was adduced that Officer 1 was involved in sexual relationships with two female subordinates.

II. BACKGROUND INFORMATION

3. UNMIL was established on 19 September 2003 by Security Council Resolution 1509. Officer 1, who is a permanent UN staff member, was initially assigned to UNMIL from his parent mission in Sierra Leone (UNAMSIL) to assist in the setting up of the Transport Section. He subsequently applied for and was selected as an officer in the UNMIL Transport Section.

III. APPLICABLE LEGAL NORMS

National Jurisdictions

State of New York Penal Law, Section 240.30

A person is guilty of aggravated harassment in the second degree when, with intent to harass, annoy, threaten or alarm another person, he or she either:

- (a) communicates with a person, anonymously or otherwise by telephone, or by telegraph, mail or any other form of written communication, in a manner likely to cause annoyance or alarm; or*
- (b) causes a communication to be initiated by mechanical or electronic means or otherwise, with a person, anonymously or otherwise, by telephone, or by telegraph, mail or any other form of written communication, in a manner likely to cause annoyance or alarm*

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.”*

Staff Rule 301.3:

(c): *“Staff members must comply with local laws ...”*

(e): *“Staff members shall not ... threaten, intimidate or otherwise engage in any conduct intended, directly or indirectly, to interfere with the ability of other staff members to discharge their official duties.”*

IV. METHODOLOGY

4. ID/OIOS reviewed the documentation provided by the DSS and interviewed the relevant persons in Liberia, including Officer 1 and Staff Member 1.

V. INVESTIGATIVE DETAILS

Synopsis of the DSS Investigation

5. On 22 February 2005 Officer 2, a Transport Officer in the Surface Transport section in New York, received an e-mail from “E-mail author 1”. The title of the e-mail was “keel Officer 1!!!” and the body of the e-mail (written in broken English) stated that the author had heard that Officer 1 was being sent to Iraq and warned that if this happened, Officer 1 would be killed. The writer of the e-mail alleged that Officer 1 was a womaniser and was not welcome in any Arab country. The author stated that that Officer 1 *“lyke woman tuu muts he foking all womans”*. Later the same day Officer 2 received the e-mail again, this time as an attachment.

6. On 23 February 2005, Officer 2 received a further e-mail from the same source warning (again in broken English) that if Officer 2 did not respond to the original e-mail, the author would write directly to Mr. Kofi Annan. The threat to kill Officer 1 was repeated.

7. On 11 March 2005, the DSS was informed of the e-mails and took over the case. At their request, the Information Technology Services Division (ITSD) determined that the e-mails had originated in Pretoria, South Africa.

8. The DSS investigators interviewed Officer 2 who stated that, although he knew Officer 1, he did not know anyone by the name of E-mail author 1. He was not able to provide any further information regarding the e-mails, nor could he suggest a reason why they had been sent to him.

9. Officer 1, was in New York on leave at the time, was also interviewed by DSS.

He confirmed that he had applied for, and had been offered, the post of CTO with UNAMI. He stated that he did not know anyone by the name of E-mail author 1, but did suggest that one of his subordinates in UNMIL, Staff Member 1, might be behind the e-mails. Officer 1 informed the DSS that he had been involved in an “incident” with Staff Member 1 over some telephone calls she had made to the father of the child of a friend of Officer 1. Officer 1 stated that when confronted about the phone calls, Staff Member 1 had admitted making them. When told that the “E-mail author 1” e-mails had originated in South Africa, Officer 1 informed the DSS that Staff Member 1 had relatives and contacts in that country.

10. Officer 1 also provided DSS with an e-mail, which had been sent to his wife at her private e-mail address, from “e-mail author 2”. Neither Officer 1 nor his wife knew anyone by this name and Officer 1 suggested that the “E-mail author 2” and “E-mail author 1” e-mails were connected, since the “E-mail author 2” e-mail also claimed that Officer 1 was a womaniser and gave details as to the women he was involved with in UNMIL.

11. ITSD was unable to determine the origin of the “E-mail author 2” e-mail.

12. The investigation was then passed over to ID/OIOS.

The ID/OIOS Investigation

The “E-mail author 1” E-mails

13. The e-mail address from which these e-mails were sent is a “yahoo.com” account. Since a person creating such an account can give any name at the time the account is created and given that Yahoo has no means of verifying the authenticity of the name, the actual identity of the account user cannot be determined.

14. A review of the e-mails suggests that the person who wrote them spoke far better English than the language of the text would suggest. In a number of places it is evident that the author has made deliberate mistakes to try to persuade the recipient that he did not speak English. For example, in the sentence “*He lyke woman tuu muts he foking all womans*” it is unlikely that someone writing phonetically would spell “like” as “lyke” as the “y” in “lyke” makes little sense phonetically. Similarly, the fact that the writer has written “tuu” instead of “too” is revealing in that it demonstrates that he or she knew the difference between “to” and “too” and knew that in this sentence it was the latter that was applicable. Other examples can be seen throughout the e-mails. Indeed, the fact that almost every word, including simple ones, is misspelled is suggestive in itself of an attempt to disguise the author’s knowledge of English.

The “E-mail author 2” E-mail

15. Like the “E-mail author 1” e-mails, this e-mail originated from a “yahoo.com” address and therefore no reliance can be placed on the name “E-mail author 2”.

16. The contents of this e-mail demonstrate that the author has considerable knowledge of Officer 1, his wife and the situation in UNMIL. For example, in addition to knowing Officer 1's wife's private e-mail address, the author knew that she had worked in UNAMSIL, knew the date of her birthday and knew the telephone numbers of the three women Officer 1 was allegedly associating with in UNMIL, namely Staff Member 1, UN Volunteer and Staff Member 2. The author even knew the name of the father of UN Volunteer's daughter. Although the author of the e-mail mentions three women, it is clear that Staff Member 1 is mentioned almost in passing whilst both UN Volunteer and Staff Member 2 are attacked personally.

Officer 1

17. During his interview with ID/OIOS, Officer 1 confirmed that he had applied for, and been offered, the post at UNAMI, but added that, in light of the threatening e-mails, he had informed PMSS/DPKO that he was declining the offer and would be remaining in UNMIL. Officer 1 said he was not overly worried by the threats, but that his wife and children had been insistent that he not take up the new position. He stated that he had announced he was leaving for UNAMI to all the Transport Section staff before the emails were sent

18. Officer 1 repeated what he had told the DSS investigators, namely that he suspected that Staff Member 1 was behind all the e-mails. When asked why he suspected Staff Member 1, he relayed the incident when Staff Member 1 had telephoned the father of his friend's child and turned him against the friend. When pressed, Officer 1 identified the friend as UN Volunteer who worked in the Aviation Section and one of those mentioned in the "E-mail author 2" e-mail. He stated that he believed that Staff Member 1 saw UN Volunteer as a rival for his affections. He mentioned to ID/OIOS that he was aware that the "E-mail author 1" e-mails had originated in South Africa and added that he knew that Staff Member 1 had contacts in that country.

19. Officer 1 was asked about the women – Staff Member 1, UN Volunteer and Staff Member 2 – mentioned in the "E-mail author 2" e-mail. He admitted to ID/OIOS that the e-mail was correct in that he had had or was having sexual relations with all three women.

20. Officer 1 stated that Staff Member 1 had previously worked for him in UNAMSIL and that they had been sexually involved there. He also admitted to having had sex with Staff Member 1 in UNMIL, but stated that they were not in a relationship. He felt that Staff Member 1 wanted to renew their relationship, which could have motivated both the "E-mail author 2" e-mail (which was aimed at getting Officer 1's wife to leave him) and the "E-mail author 1" e-mails (which were designed to stop Officer 1 leaving UNMIL).

21. When asked about his relationship with UN Volunteer, Officer 1 stated that he had known her in UNAMSIL (although she had not worked directly for him in that mission) and that they had had a sexual relationship there. He stated that initially UN

Volunteer had been earmarked for the UNMIL Transport Section and that he had been the one to write her evaluation. Officer 1 said he had given her a positive assessment and UNMIL had accepted her. However, at some point UNMIL's Senior Management had been informed of the relationship between Officer 1 and UN Volunteer in UNAMSIL and, when she had arrived in Liberia, UN Volunteer had been assigned to the Aviation Section rather than the Transport Section. Officer 1 described UN Volunteer to ID/OIOS as his girlfriend in UNMIL and said that their relationship was common knowledge within the mission since they were often seen out together. He confirmed that he was having a sexual relationship with UN Volunteer in UNMIL.

22. With respect to Staff Member 2 Officer 1 informed ID/OIOS that she was a Transport Section staff member with whom he had sex on a casual basis.

UN Volunteer

23. When ID/OIOS interviewed UN Volunteer, who is currently working as an Officer with the UNMIL Aviation Section, she denied that she was having, or had ever had, sex with Officer 1, although she did admit that they were very close friends who spent a lot of time together. Although she did not use the word "impotent", UN Volunteer clearly suggested to ID/OIOS that Officer 1 was incapable of consummating the sexual act, but acknowledged that people in the Mission could, with reason, assume that they were having a sexual relationship.

24. UN Volunteer was asked about the incident involving Staff Member 1 and the telephone calls to her child's father in Sierra Leone. UN Volunteer confirmed that the calls had occurred and had resulted in her daughter's father taking the child away from UN Volunteer's mother's house in Freetown. UN Volunteer stated that, through contacts, she had been able to obtain the phone number from which the calls had been made and that this number had belonged to Staff Member 1. She had confronted Staff Member 1 about the calls and Staff Member 1 had admitted that she had been the one to make them. Staff Member 1 told UN Volunteer that she had made the calls as she suspected that UN Volunteer had been spreading rumours about her and about her relationship with Officer 1. UN Volunteer denied having ever made such calls.

25. UN Volunteer informed ID/OIOS that she was aware of the rumours that Officer 1 and Staff Member 1 had been romantically involved in UNAMSIL and that Officer 1 was sleeping with Staff Member 2 in UNMIL. She stated that she did not know the truth behind the rumours although Staff Member 2 had, on one occasion, approached her and denied that she was sleeping with Officer 1.

26. UN Volunteer confirmed that she had known that Officer 1 was planning to leave UNMIL to go to UNAMI and that it had not been a secret. She said that she thought it a good move for him and that his leaving UNMIL did not bother her at all. She claimed that if he left then all that would mean was that their relationship was over and that was not a problem for her.

Staff Member 2

27. Staff Member 2 who is currently working as an administrative assistant in the Transport Section, was interviewed by ID/OIOS and denied ever having had sex with Officer 1. She said that she and Officer 1 were simply very good friends and qualified this by saying that Officer 1 was friendly with everyone in the Transport Section. She agreed that they had, on occasion, attended the same parties in UNMIL and had danced together. She also confirmed that Officer 1 had informed the whole of the Transport Section both of the fact that he was leaving UNMIL to go to UNAMI and then, later, that he was no longer leaving as he had received threats against him where he to go. Staff Member 2 claimed that everyone in the Transport Section was pleased to hear that Officer 1 was staying.

Staff Member 1

28. Staff Member 1, who is working in the UNMIL Transport section, was first questioned about her relationship with Officer 1. She agreed that they had been very good friends in UNAMSIL (where she had worked for him in the Transport Section) but denied that there had been a sexual component to their relationship – although she acknowledged that that was probably the impression most people had. After she had left UNAMISIL to go and to work as a UNV with the Mission des Nations Unies au République Démocratique du Congo (MONUC), she had kept in infrequent touch with Officer 1 by telephone and e-mail (occasionally asking him for advice on transport-related matters, etc.). Whilst with MONUC, Staff Member 1 had applied to the UN in New York to be employed as an International staff member. Her application was accepted and she was offered a post with UNMIL. She told ID/OIOS that she had not asked for a position with UNMIL in particular and would have gone wherever she was offered a job. She stated that she knew that by coming to UNMIL she would be working for Officer 1 again but did not believe this would be a problem as she considered their relationship long over. She denied having had sex with Officer 1 in UNMIL, but said that they remained friends. She claimed not to know whether Officer 1 was romantically involved with anyone in UNMIL, although she admitted to having heard rumours that he was romantically involved with UN Volunteer and Staff Member 2.

29. When asked about the phone calls to the father of UN Volunteer's daughter, Staff Member 1 admitted that she had made them, although she claimed that she had done so simply in an attempt to have him tell UN Volunteer to stop making anonymous phone calls to her. Staff Member 1 informed ID/OIOS that she had been receiving phone calls from an anonymous female – whom she believed to be UN Volunteer as the woman spoke with the accent of the ethnic group both Staff Member 1 and UN Volunteer belonged to in Sierra Leone – who would say such things as “Leave Officer 1 alone. He is mine. This is UNMIL not UNAMSIL.” After calling Officer 1 to ask him to stop the calls, Staff Member 1 decided to call UN Volunteer's fiancé to see if he could do something.

30. Staff Member 1 confirmed that she, like everyone else in the UNMIL Transport

Section, had been aware that Officer 1 was going to transfer to UNAMI, but that the transfer had been cancelled after he had received death threats. She told ID/OIOS that the prospect of Officer 1 leaving UNMIL did not bother her at all.

31. Staff Member 1 was then confronted with the “E-mail author 1” e-mails but denied having anything to do with them. When informed that the e-mails had originated in South Africa and that it was known that she had connections to that country, she admitted that her former boyfriend lived in South Africa where he was a lecturer at a university near Johannesburg. Staff Member 1 stated that the two of them had broken up in November 2004 and that was the last time she had been to South Africa. She produced her passport as evidence of this. Staff Member 1 also mentioned a cousin who had previously lived in Pretoria, South Africa, but stated that he had moved first to Ghana and then to Tunisia several years previously.

Potential Conflict of Interest

32. During the course of his interview, Officer 1 was asked whether he considered it appropriate for him to be sleeping with two of his subordinates. He told ID/OIOS that he could see nothing wrong with it. He commented that he had an open management style and that most decisions were taken in consultation with others so he did not think that other members of the Transport Section should be concerned that Staff Member 1 or Staff Member 2 might be getting preferential treatment from him.

33. With respect to the fact that he had been the one to assess UN Volunteer’s suitability to come to UNMIL despite the fact that he had been sleeping with her in UNAMSIL, Officer 1 claimed that he did not see any conflict of interest. He said that UN Volunteer was well qualified for the post for which she was being considered and that had he rejected her application he might have caused trouble for her. He insisted that he had never spoken about UN Volunteer to UN Volunteer’s superior, nor had he asked for any special treatment for her.

34. UN Volunteer’s supervisor informed ID/OIOS that UNMIL Official had contacted him about a problem regarding a UNV scheduled to work in the Transport Section. UNMIL Official told him that the UN Volunteer was Officer 1’s girlfriend and that there would be a conflict of interest if she were to work under Officer 1. UNMIL Official therefore asked UN Volunteer’s supervisor to accept UN Volunteer in the Aviation Section. He agreed to do so. He stated that he had had no discussions with Officer 1 about UN Volunteer, either before or after her arrival.

35. When asked about UN Volunteer’s performance, UN Volunteer’s supervisor stated that she was very good at her job and that he was pushing for her to be transferred from a UNV to an International staff member.

36. Both Staff Member 1 and Staff Member 2 informed ID/OIOS that they had not received any special treatment from Officer 1 because of any friendship they might have had with him.

37. ID/OIOS examined the Personnel Files of all three women. No references to Officer 1 were found in UN Volunteer's file. In Staff Member 1's file, Officer 1's name appears twice, once in her P11 as her supervisor in UNAMSIL and the second time when, on 21 February 2005, he countersigned her Performance Appraisal Report (PAR) as her Section Chief. The actual PAR was prepared by Staff Member 1's supervisor. Officer 1's signature appears four times in Staff Member 2's file. On 29 October 2003, he sent a memo to the CCPO UNMIL stating that Staff Member 2 had passed the qualification tests and requested that she be given a SSA contract for three months. On 25 February 2004, in a memo to the CCPO, Officer 1 requested that Staff Member 2's status be changed to that of a National staff member and her contract extended another three months. On 2 December 2004, Officer 1 countersigned Staff Member 2's PAR as her Section Chief. The PAR was prepared by Staff Member 2's supervisor. Finally, Officer 1's signature appears on a memo to Staff Member 2 informing her that her driving licence was being temporarily withdrawn as a result of her having been involved in an accident involving a UNMIL vehicle.

VI. FINDINGS AND CONCLUSIONS

38. The evidence disclosed by this investigation would suggest that the threats to Officer 1's life contained in the "E-mail author 1" e-mails were not genuine, but they were designed to make him reconsider his transfer. In this regard the emails were successful in that Officer 1 withdrew his acceptance of the UNAMI offer. ID/OIOS has not been able to determine with sufficient evidence the identity of the author of the e-mails.

39. It has not proved possible for ID/OIOS to determine with sufficient evidence the identity of the author of the "E-mail author 2" e-mail, although the evidence would suggest that the author is someone with a good knowledge of Officer 1's circumstances and activities who wanted him to remain in UNMIL.

40. During the course of the investigation ID/OIOS discovered that Officer 1 has been closely involved with at least two of his subordinate female staff, Staff Member 1 and Staff Member 2. The exact nature of the two relationships is in dispute since, although Officer 1 claims he had sexual relationships with both women, the women deny this. Regardless of the exact nature of the relationships, the fact that both women acknowledge the closeness of the relationship that exists between them and Officer 1, a closeness which has fuelled rumours circulating within UNMIL suggesting that Officer 1 is romantically involved with them, has created at the very least the appearance of a conflict of interest. Although ID/OIOS has not been able to determine any action by Officer 1 that has favoured these women over other members of the Transport Section, the fact that he has, by his own admission, engaged in sexual relationships with his subordinates demonstrates poor judgement on his part. Moreover, such situations not only create the appearance of favoritism and social and administrative difficulties but also raise the possibility of sexual exploitation of subordinate staff members. It appears to OIOS that the situation created by Officer 1 by his affairs led directly to the creation of the emails.

VII. RECOMMENDATIONS

41. In view of the findings of this investigation, ID/OIOS recommends:

Recommendation 1: It is recommended that DPKO take appropriate action with respect to Officer 1 regarding his relationships with subordinates in the UNMIL Transport Section (IV05/0154/01).