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**OFFICE OF INTERNAL OVERSIGHT SERVICES
PROCUREMENT TASK FORCE**

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REPORT ON AVICOS

Report no. PTF-R007/07

Case no. PTF/003/07

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I. INTRODUCTION

1. The Procurement Task Force (“the Task Force”) was created on 12 January 2006 to address all procurement matters referred to the Office of Internal Oversight Services (“OIOS”). The creation of the Task Force was the result of perceived problems in procurement identified by the Independent Inquiry Committee into the Oil-for-Food Programme (“IIC”), and the arrest and conviction of Mr. Alexander Yakovlev, a former United Nations Procurement Officer.

2. Under its Terms of Reference, the Task Force operates as part of the OIOS, and reports directly to the Under-Secretary-General for the OIOS.¹ The remit of the Task Force is to investigate all procurement cases, including all matters involving procurement exercises, procurement staff, and vendors doing business with the United Nations.² The Task Force’s investigations have focused upon a number of procurement cases, including cases involving companies doing business with the Organisation. Some of these matters are particularly complex and span significant periods of time.

3. The Task Force has previously issued two reports directly addressing Mr. Yakovlev’s activities.³ Most significantly, on 2 May 2007, the Task Force issued its Interim Report on matters concerning Mr. Yakovlev and entities and individuals associated with him.⁴

4. As was discussed in these reports, Mr. Yakovlev’s assistance to certain vendors included, *inter alia*, improperly disclosing confidential United Nations documents and information; improperly assisting selected United Nations vendors in preparing their contract proposals; tampering with the results of the financial evaluations; adjusting contract proposals after the official submission to ensure that the contract award would be steered towards a particular company; and favoring selected companies during the execution of their contracts to the detriment of the Organisation. In return, these vendors paid Mr. Yakovlev sums of money which were often paid into secret off-shore bank accounts in the names of entities established in furtherance of the scheme. Two of these accounts were established in the names of Moxyco Ltd. (“Moxyco”) and Nikal Ltd. (“Nikal”).

5. The Interim Report specifically focused on the financial assets derived by Mr. Yakovlev through his participation in fraudulent schemes executed with various vendors and vendor intermediaries doing business with the Organisation. The Interim Report set forth relevant evidence—including information regarding various bank accounts

¹ Terms of Reference of the Procurement Task Force (12 January 2006).

² *Id.*

³ Procurement Task Force, Report on Eurest Support Services (Cyprus) International, IHC Services Inc., and Certain United Nations Staff Members, Report PTF-R010/06 (7 December 2006); Procurement Task Force, Interim Report on Matters Concerning Former United Nations Staff Member Mr. Alexander Yakovlev and Associated Vendors, Report PTF-R002/07 (2 May 2007) (“Interim Report on Alexander Yakovlev”).

⁴ *Id.*

associated with Mr. Yakovlev—for consideration by the Organisation in its pursuit to recover the proceeds of Mr. Yakovlev’s unlawful activities.

6. The purpose of this Report is to address the allegations concerning Avicos, a United Nations vendor that had allegedly made improper payments to Mr. Yakovlev.

II. APPLICABLE UNITED NATIONS STAFF REGULATIONS AND RULES

7. The following provisions of the **Staff Regulations of the United Nations** (“the Staff Regulations”) are relevant:

(i) **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.”⁵

(ii) **Regulation 1.2(e)**: “By accepting appointment, staff members pledge themselves to discharge their functions and regulate their conduct with the interests of the Organization only in view. Loyalty to the aims, principles and purposes of the United Nations, as set forth in its Charter, is a fundamental obligation of all staff members by virtue of their status as international civil servants.”⁶

(iii) **Regulation 1.2(f)**: “[Staff members] shall conduct themselves at all times in a manner befitting their status as international civil servants and shall not engage in any activity that is incompatible with the proper discharge of the duties with the United Nations. They shall avoid any action, and, in particular, any kind of public pronouncement that may adversely reflect on their status, or on the integrity, independence and impartiality that are required by that status.”⁷

(iv) **Regulation 1.2(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.”⁸

(v) **Regulation 1.2(i)**: “Staff members shall exercise the utmost discretion with regard to all matters of official business. They shall not communicate to any Government, entity, person or any other source any information known to them by reason of their official position that they know or ought to have known has not been made public, except as appropriate in the normal course of their duties or by authorization of the Secretary-General.”⁹

⁵ ST/SGB/2007/4, reg. 1.2(b) (1 January 2007); ST/SGB/1999/5, reg. 1.2(b) (3 June 1999).

⁶ ST/SGB/2007/4, reg. 1.2(e) (1 January 2007); ST/SGB/1999/5, reg. 1.2(e) (3 June 1999).

⁷ ST/SGB/2007/4, reg. 1.2(f) (1 January 2007); ST/SGB/1999/5, reg. 1.2(f) (3 June 1999).

⁸ ST/SGB/2007/4, reg. 1.2(g) (1 January 2007); ST/SGB/1999/5, reg. 1.2(g) (3 June 1999).

⁹ ST/SGB/2007/4, reg. 1.2(i) (1 January 2007); ST/SGB/1999/5, reg. 1.2(i) (3 June 1999).

(vi) **Regulation 1.2(i)**: “No staff member shall accept any honour, decoration, favour, gift or remuneration from any non-governmental source without first obtaining the approval of the Secretary-General.”¹⁰

8. The following provision of the **Staff Rules of the United Nations** is relevant:

(i) **Rule 112.3**: “Any staff member may be required to reimburse the United Nations either partially or in full for any financial loss suffered by the United Nations as a result of the staff member’s gross negligence or of his or her having violated any regulation, rule or administrative instruction.”¹¹

9. The following provisions of the **Financial Regulations and Rules of the United Nations** are relevant:

(i) **Regulation 5.12**: “The following general principles shall be given due consideration when exercising the procurement functions of the United Nations:

- (a) Best value for money;
- (b) Fairness, integrity and transparency;
- (c) Effective international competition;
- (d) The interest of the United Nations.”¹²

(ii) **Rule 105.14**: “[P]rocurement contracts shall be awarded on the basis of effective competition.”¹³

10. The following provisions of the **United Nations Procurement Manual** are relevant:¹⁴

(i) **Section 4.1.5(4)(a)**: “UN staff shall not allow any Vendor(s) access to information on a particular acquisition before such information is available to the business community at large.”¹⁵

(ii) **Section 4.2(1)**: “It is of overriding importance that the staff member acting in an official procurement capacity should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable

¹⁰ ST/SGB/2007/4, reg. 1.2(i) (1 January 2007); ST/SGB/1999/5, reg. 1.2(i) (3 June 1999).

¹¹ ST/SGB/2005/1, rule 112.3 (1 January 2005).

¹² ST/SGB/2003/07, reg. 5.12 (9 May 2003). See also ST/SGB/Financial Rules/1/Rev. 3, rule 110.21 (March 1985).

¹³ ST/SGB/2003/07, rule 105.14 (9 May 2003). See also ST/SGB/Financial Rules/1/Rev. 3, rule 110.21 (March 1985).

¹⁴ United Nations Procurement Manual, Rev. 3 (August 2006) (“2006 Procurement Manual”); United Nations Procurement Manual Rev. 2 (January 2004) (“2004 Procurement Manual”); United Nations Procurement Manual (31 March 1998) (“1998 Procurement Manual”).

¹⁵ 2006 Procurement Manual, sec. 4.1.5(4)(a); 2004 Procurement Manual, sec. 4.1.5(4)(a); 1998 Procurement Manual, sec. 7.06.01.

treatment to an individual or entity by accepting offers or gifts and hospitality or other similar considerations.”¹⁶

(iii) **Section 4.2(2)**: “It is inconsistent that a Procurement Officer . . . accepts any gift from any outside source regardless of the value and regardless of whether the outside source is or is not soliciting business with the United Nations. All staff members involved in procurement shall decline offers of gifts.”¹⁷

(iv) **Section 4.3(2)(a)**: “‘Bribery’ means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts.”¹⁸

(v) **Section 4.3(2)(c)**: “‘Fraud’ means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing contracts, to the detriment of the UN or other participants.”¹⁹

(vi) **Section 4.3(3)(b)**: “The UN . . . [w]ill declare a firm ineligible, either indefinitely or for a stated period of time, to become a UN registered Vendor if it at any time determines that the firm has engaged in corrupt practices in competing for or in executing a UN Contract.”²⁰

(vii) **Section 4.3(3)(c)**: “The UN . . . [w]ill cancel or terminate a contract if it determines that a Vendor has engaged in corrupt practices in competing for or in executing a UN Contract.”²¹

(viii) **Section 7.12.2(1)(a)**: “The criteria for suspension or removal from the Vendor Database . . . [includes] [f]ailure to perform in accordance with the terms and conditions of one or more contract[s] . . . and [a]busive, unethical or unprofessional conduct, including corrupt practices and submission of false information.”²²

11. The following provisions of the **United Nations General Conditions of Contract** are relevant:

¹⁶ 2006 Procurement Manual, sec. 4.2(1); 2004 Procurement Manual, sec. 4.2.1(1); 1998 Procurement Manual, secs. 3.04.05, 7.06.01, 8.03.04.

¹⁷ 2006 Procurement Manual, sec. 4.2(2); 2004 Procurement Manual, sec. 4.2.1(2); 1998 Procurement Manual, secs. 3.04.05, 8.03.04.

¹⁸ 2006 Procurement Manual, sec. 4.3(2)(a); 2004 Procurement Manual, sec. 4.2.5(2)(i); 1998 Procurement Manual, secs. 5.12.01-5.12.02.

¹⁹ 2006 Procurement Manual, sec. 4.3(2)(c); 2004 Procurement Manual, sec. 4.2.5(2)(iii); 1998 Procurement Manual, secs. 5.12.01-5.12.02.

²⁰ 2006 Procurement Manual, sec. 4.3(3)(b); 2004 Procurement Manual, sec. 4.2.5(3)(ii); 1998 Procurement Manual, secs. 5.12.01-5.12.02.

²¹ 2006 Procurement Manual, sec. 4.3(3)(c); 2004 Procurement Manual, sec. 4.2.5(3)(iii); 1998 Procurement Manual, secs. 5.12.01-5.12.02.

²² 2006 Procurement Manual, sec. 7.12.2(1)(a); 2004 Procurement Manual, sec. 7.12.2(1)(a)(iv); 1998 Procurement Manual, secs. 5.12.01-5.12.02.

(i) **Article 2.0:** “The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfill its commitments with the fullest regard to the interests of the United Nations.”²³

(ii) **Article 6.0:** “The Contractor warrants that no official of the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.”²⁴

III. RELEVANT CONCEPTS OF CRIMINAL LAW

12. The following well-established common law concepts are applicable to this Report:

(i) **Fraud:** Commonly, fraud is defined as an unlawful scheme to obtain money or property by means of false or fraudulent pretences, representations, or promises. A scheme to defraud is any plan, device, or course of action to obtain money or property by means of false or fraudulent pretences, representations or promises reasonably calculated to deceive persons of average prudence;

(ii) **Bribery:** Commonly, bribery is defined as an act of a public official to corruptly solicit, demand, accept or agree to accept anything of value from any person, in return for being influenced in the performance of any official act or being induced to do or omit to do any act in violation of the official duty of such official;

(iii) **Conspiracy:** Conspiracy is an agreement to do an unlawful act. It is a mutual understanding, either spoken or unspoken, between two or more people to cooperate with each other to accomplish an unlawful act. In this case, it is the agreement to engage in a scheme to improperly obtain sums of money under contracts with the United Nations not properly due and owing to them; and

(iv) **Aiding and Abetting an Offense:** Under the concept of aiding and abetting, the offense is committed by another. In order to aid and abet a crime, it is necessary that individuals involved associate themselves in some way with the crime, and that they participate in the crime by doing some act to help make the crime succeed. Individuals who aid and abet another in committing a criminal offense are equally as culpable as if they committed the offence themselves.

13. If any evidence of bribery or fraud or other criminal offense is revealed during the course of the Task Force’s investigations, a referral to the appropriate prosecutorial agency will be recommended.

²³ 2006 Procurement Manual, United Nations General Conditions of Contract, art. 2.0; United Nations Procurement Manual, United Nations General Conditions of Contract, art. 2.0 (31 March 1998) (hereinafter “1998 Procurement Manual”)

²⁴ 2006 Procurement Manual, United Nations General Conditions of Contract, art. 6.0; 1998 Procurement Manual, United Nations General Conditions of Contract, art. 4.0.

IV. METHODOLOGY

14. The Task Force's investigations discussed in this Report have included interviews with numerous witnesses, including current and former United Nations staff members, representatives of various United Nations vendors, and other individuals with knowledge of the transactions in question.

15. The Task Force's investigations involved review and analysis of a significant number of documents and extensive examination of electronic media and evidence. The Task Force's review of documentary evidence was complicated by the fact that the United Nations procurement records were often incomplete, missing important documents, and in a state of disarray. The Task Force made significant efforts to locate and obtain all relevant files.

16. The Task Force also engaged in an extensive process of obtaining and examining significant volumes of records and information from various United Nations vendors. Notably, the Task Force did not have access to Avicos' records as the company did not provide any cooperation to the Task Force.

17. The Task Force's investigations of the complex international financial schemes and transactions described in this Report have faced a number of challenges, including the need to obtain and reconstruct relevant data; the lack of compulsory process outside of the United Nations system; limited cooperation from certain parties; and the fact that several key witnesses with knowledge of the events could not be located or would not agree to an interview.

18. The Task Force has been greatly aided in its investigations by the use of electronic forensic tools. These tools have proved instrumental in reconstructing and recovering crucial evidence relevant to the matters addressed in this Report.

V. BACKGROUND

19. Subsequent to Mr. Yakovlev's resignation on 21 June 2005, he was arrested and pleaded guilty to conspiracy, wire fraud, and money-laundering charges in the United States District Court, Southern District of New York.²⁵ The investigations by IIC and the United States Attorney's Office for the Southern District of New York revealed that since 2000, substantial amounts of money had been wired into an account controlled by Mr. Yakovlev, in the name of Moxycyco at the Antigua Overseas Bank, Antigua and Barbuda.²⁶ IIC further established that a number of United Nations contractors and Mr. Yakovlev

²⁵ Alexander Yakovlev letter to Andrew Toh (21 June 2005). In his letter, Mr. Yakovlev stated: "In view of the latest allegations involving my violating of the applicable Staff Rules and in order to protect integrity, reputation and the interest of the Organization, I hereby respectfully submit my resignation effective immediately". *Id.* Mr. Yakovlev's resignation was accepted the next day. Andrew Toh letter to Alexander Yakovlev (22 June 2005).

²⁶ Independent Inquiry Committee into the Oil-for-Food Programme, "Third Interim Report," p. 65 (8 August 2005). The Third Interim Report is available on-line at <http://www.iic-offp.org/documents.htm>.

engaged in a continuous course of conduct to provide substantial sums of money to Mr. Yakovlev in connection with his position as a United Nations procurement official.²⁷

20. As part of his guilty plea, Mr. Yakovlev entered into a cooperation agreement with the United States Attorney's Office for the Southern District of New York.²⁸ (See figure below.) Under the terms of this agreement, Mr. Yakovlev agreed to forfeit US\$900,000 to the United States government. Mr. Yakovlev was required to offer all assistance to the United States authorities in their on-going investigations, which included testifying at the federal criminal trial of Mr. Vladimir Kuznetsov, a former Chairman of the United Nations Advisory Committee and Administrative and Budgetary Questions.²⁹

It is further understood that the defendant agrees to forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), a sum of money equal to \$900,000 in United States currency, representing property constituting, and derived, directly or indirectly, from gross proceeds traceable to the commission of the wire fraud and money laundering offenses charged in Counts One, Two and Three of the Information, for which the defendant is jointly and severally liable. It is further understood that any forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution cost of imprisonment, or any other penalty the Court may impose upon him in addition to forfeiture.

...

It is understood that the defendant (a) shall truthfully and completely disclose all information with respect to the activities of himself and others concerning all matters

Figure: Alexander Yakovlev Cooperation Agreement, pp. 2-3 (8 August 2005)

21. Mr. Yakovlev testified at the trial of Mr. Kuznetsov on 27 and 28 February 2007.³⁰ Mr. Kuznetsov's trial focused on the money laundering scheme to direct the proceeds of Mr. Yakovlev's criminal activities with certain United Nations vendors. On 7 March 2007, a jury in the United States District Court, Southern District of New York, convicted Mr. Kuznetsov of conspiring to commit money laundering.³¹

22. On 2 May 2007, the Task Force issued its Interim Report on Mr. Yakovlev and associated vendors. As discussed in the Interim Report, the Task Force found that beginning in or about 1993, and continuing until his arrest in 2005, former United Nations Procurement Officer Mr. Yakovlev engaged in a corrupt scheme to solicit and accept sums of money and items of value from a number of United Nations vendors seeking to obtain United Nations contracts in exchange for unlawfully and improperly providing these companies with assistance in the bidding and contract selection process. These agreements were made and implemented by Mr. Yakovlev with the voluntary

²⁷ *Id.*

²⁸ Alexander Yakovlev Cooperation Agreement (8 August 2005).

²⁹ *Id.*, pp. 2-3.

³⁰ Unites States v. Vladimir Kuznetsov, trial transcript (SDNY 2007) (hereinafter "Vladimir Kuznetsov trial transcript").

³¹ Interim Report on Alexander Yakovlev, p. 7.

assistance of Mr. Kuznetsov and entities and individuals associated with them. These payments compromised the integrity of the procurement process, and were made by these vendors and their representatives in direct violation of the United Nations rules and procedures and to the direct detriment of the Organisation.³²

VI. OVERVIEW OF THE SCHEME AND PAYMENTS

23. The United Nations Procurement Service (“the Procurement Service”) facilitates the acquisition of various goods and services needed by other departments of the Organisation, including the equipment and services necessary to perform their duties.³³ These goods and services are purchased through competitive bidding exercises conducted by the Procurement Service from the companies registered as United Nations vendors.³⁴

24. Mr. Yakovlev joined the United Nations as a Procurement Officer in August 1985.³⁵ During his twenty-year tenure with the Procurement Service, Mr. Yakovlev was involved in a wide range of procurement exercises involving a variety of goods and services.³⁶ However, in the last years of his service, Mr. Yakovlev primarily dealt with the supplies for the United Nations peacekeeping operations, such as food rations for troops, fuel, lubricants, and security equipment.³⁷

25. During his tenure with the Procurement Service, Mr. Yakovlev also acted as a case Procurement Officer overseeing a significant number of procurement exercises for various United Nations contracts, and was responsible for communicating with vendors on behalf of the Organisation.³⁸ With regard to the procurement exercises to which he was assigned as a case Procurement Officer, Mr. Yakovlev was responsible for preparing and distributing bidding documents and participating in the evaluation of the submitted proposals.³⁹

26. The evaluation of bids submitted by vendors is a multi-step process. It includes the submission of technical and financial evaluations, as well as examination of the company’s compliance with various contract proposal requirements.⁴⁰ Generally, the company offering the lowest cost proposal and the most technically acceptable bid is

³² *Id.*, pp. 2-5, 24.

³³ *Id.*, p. 7; 2006 Procurement Manual. Prior to August 2004, the Procurement Service was known as the Procurement Division. Joan McDonald memorandum to Andrew Toh (27 August 2004) (renaming the Procurement Division into the Procurement Service). However, for purposes of this Report, the Procurement Division and the Procurement Service are referred to collectively as “the Procurement Service.”

³⁴ Financial Rules and Regulations of the United Nations, ST/SGB/2003/07, rule 105.14 (9 May 2003) (“procurement contracts shall be awarded on the basis of effective competition”); 2006 Procurement Manual.

³⁵ Interim Report on Alexander Yakovlev, p. 7.

³⁶ *Id.*

³⁷ *Id.*, pp. 7-8.

³⁸ *Id.*, p. 8.

³⁹ *Id.*

⁴⁰ *Id.*

awarded the contract.⁴¹ However, the procurement rules provide that if any proposal does not conform to the requirements of the technical specifications or proposal guidelines, such proposals can be rejected by the Procurement Service irrespective of the fact that the company nevertheless offered the lowest price.⁴² Therefore, it is critically important for companies bidding on United Nations contracts to comply with the bid requirements.

27. As discussed in the Task Force's Interim Report, several major United Nations vendors participated in Mr. Yakovlev's schemes, which generated more than US\$3.5 million.⁴³ The payments to Mr. Yakovlev were made into the bank accounts of Moxycyco, the company Mr. Yakovlev created to facilitate this scheme, and Nikal, a company controlled by Mr. Kuznetsov.⁴⁴ Additionally, the Task Force identified evidence that certain payments were made to Mr. Yakovlev in cash and into his other accounts, particularly in early 1990s.

28. Chart A below contains a summary of the payments made into the accounts of Moxycyco and Nikal.⁴⁵ The number of individual transfers composing each of the total amounts is provided in parentheses preceding each of the total amounts. In the period of February 2000 to July 2005, Moxycyco and Nikal received a total of over US\$3.5 million from various United Nations vendors (both directly and through associated front companies) as well as unidentified entities and persons.

⁴¹ *Id.*; Financial Rules and Regulations of the United Nations, ST/SGB/2003/07, rules 105.14, 105.15 (9 May 2003).

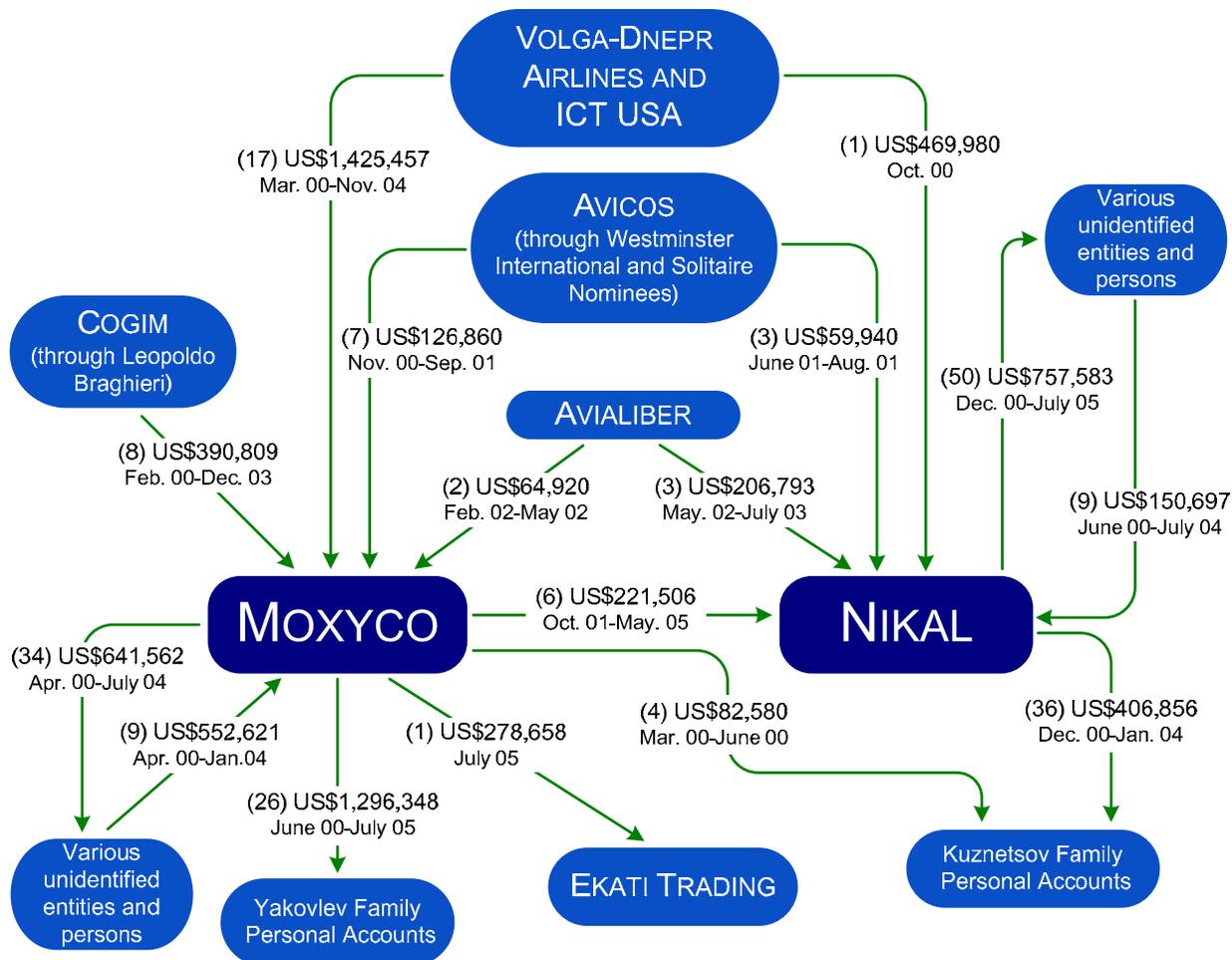
⁴² Interim Report on Alexander Yakovlev, p. 8; 2006 Procurement Manual, rules 9.9.24(3), 10.1.5(1), 10.3.3(1)(c)(ii), 10.3.3.(i)(d)(iii), 10.4(4), 10.5.1(2), 11.4(1), 11.5(1), 11.6.9(1), 11.6.9(2), 11.6.10(1).

⁴³ Interim Report on Alexander Yakovlev, pp. 8-10.

⁴⁴ The creation of Moxycyco and Nikal and the opening of their bank accounts at Antigua Overseas Bank were fully described in the Interim Report on Mr. Yakovlev. *Id.*, pp. 15-17, 21-22.

⁴⁵ *Id.*, p. 10; Antigua Overseas Bank, Moxycyco account records (February 2000 to July 2005); Antigua Overseas Bank, Nikal account records (June 2000 to July 2005); Confidential source report (23 April 2007). The amounts provided in Chart A are rounded.

Chart A: Overview of Payments to Moxycy and Nikal (2000-2005)



29. Mr. Yakovlev’s corrupt agreements with a number of United Nations vendors were part of his efforts to illegally obtain money and tangible benefits through his activities as a United Nations Procurement Officer. Mr. Yakovlev’s financial motives for his scheme were addressed in the Task Force’s Interim Report.⁴⁶

30. The proceeds of the scheme were subsequently utilized for various purposes, including purchase of real estate.⁴⁷ Mr. Yakovlev also transferred some of the illicit proceeds to his bank accounts in Switzerland, Austria, and Liechtenstein to conceal the financial assets.⁴⁸

31. The Task Force identified fourteen accounts associated with Mr. Yakovlev and Mr. Kuznetsov.⁴⁹ These accounts were located in several countries, including Antigua

⁴⁶ Interim Report on Alexander Yakovlev, pp. 11-12.

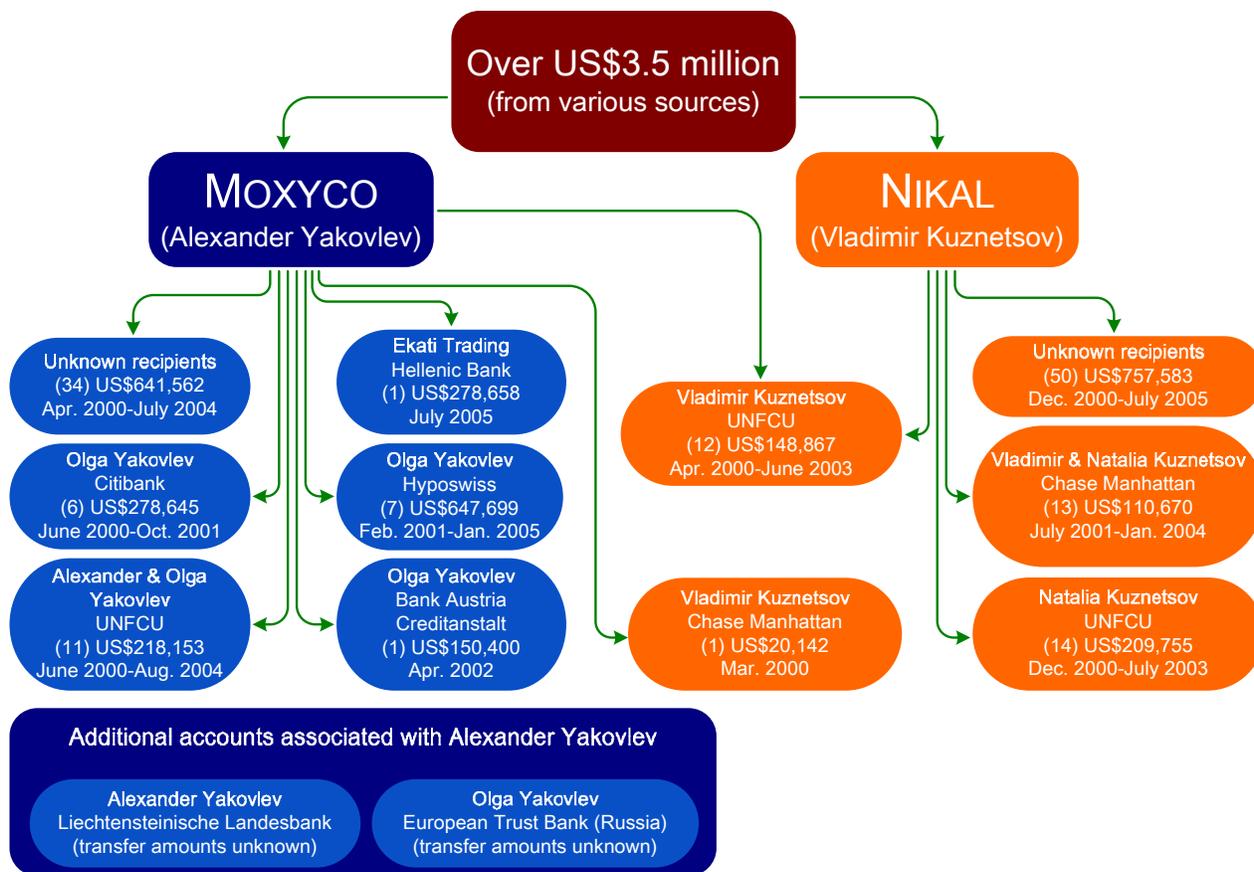
⁴⁷ *Id.*

⁴⁸ *Id.*

⁴⁹ *Id.*, pp. 14-22.

and Barbuda, Austria, the United States, Russia, Cyprus, Switzerland, and Liechtenstein.⁵⁰ Chart B below provides an overview of the accounts associated with Mr. Yakovlev and Mr. Kuznetsov and the distribution of the financial assets accumulated by Moxycy and Nikal.⁵¹ As shown below, Moxycy and Nikal received in excess of US\$3.5 million. The number of known individual transfers composing each of the total amounts in Chart B is provided in parentheses preceding each of the total amounts.

Chart B: Overview of Alexander Yakovlev and Vladimir Kuznetsov Accounts



32. The Task Force has obtained information revealing that at least some of these accounts still contain substantial assets as of the date of this Report. As part of its Interim Report on Mr. Yakovlev and associated vendors, the Task Force recommended that the Organisation seek recovery of the illegal proceeds of Mr. Yakovlev’s schemes.⁵² Based on the Task Force’s recommendation, the Organisation has been taking steps to recover

⁵⁰ *Id.*; Antigua Overseas Bank, Moxycy account records (February 2000 to July 2005); Antigua Overseas Bank, Nikal account records (June 2000 to July 2005). The amounts provided in Chart B are rounded.

⁵¹ Two bank accounts shown in Chart B—the accounts at Liechtensteinische Landesbank and European Trust Bank—were identified by the Task Force through forensic analysis of Mr. Yakovlev’s electronic files. As of the date of this Report, the Task Force does not have information on the exact amounts of transfers into these accounts.

⁵² Interim Report on Alexander Yakovlev, pp. 23, 25-26.

the money corruptly obtained by Mr. Yakovlev and entities and individuals associated with him.

VII. AVICOS AND ALEXANDER YAKOVLEV

A. COMPANY BACKGROUND

33. Avicos, an insurance company from Russia, was established in 1991.⁵³ Avicos has approximately 100 employees in Moscow and representative offices across Russia.⁵⁴ The company's net profit for the first half of 2006 totaled approximately US\$220,000.⁵⁵

34. The company's President is Mr. Nikolai Ustimenko, and the company's General Director is his son, Mr. Pavel Ustimenko.⁵⁶ In 2003, Avicos signed a partnership agreement with AFES, another Russian insurance provider, forming an insurance group called Avicos-AFES.⁵⁷ AFES and Avicos are located at the same address in Moscow and utilize the same telephone and facsimile numbers.⁵⁸ Both Mr. Pavel Ustimenko and Mr. Nikolai Ustimenko are members of AFES' Board of Directors, and Mr. Pavel Ustimenko also serves as the General Director of AFES.⁵⁹

35. According to Mr. Kabachnik, Avicos' Executive Director, the company began providing insurance services to United Nations vendors as early as 1994.⁶⁰ On 14 March 2007, based on the evidence introduced during the trial of Mr. Kuznetsov, Avicos was removed from the United Nations vendor database, pending completion of the Task Force's investigation.⁶¹

B. AVICOS ARRANGEMENTS WITH ALEXANDER YAKOVLEV

36. The United Nations General Conditions of Aircraft Charter Agreements require that "[t]he aircraft provided by the Carrier . . . shall be . . . fully insured during the entire

⁵³ Vladimir Kuznetsov trial transcript, Alexander Yakovlev testimony, p. 152 (27 February 2007); Avicos, "About the company," <http://www.avicos.ru/index>; Ilya Kabachnik interview (22 February 2007).

⁵⁴ *Id.*

⁵⁵ Avicos, "Report on the revenues and losses for the first half of 2006" (30 June 2006), <http://www.avicos.ru/finan>; FXConverter, <http://www.oanda.com/convert/classic> (showing currency exchange rates for 30 June 2006).

⁵⁶ Avicos, "Organizational structure of Avicos," http://www.avicos.ru/avicos_vnesh_f20070218.swf; Ilya Kabachnik interview (22 February 2007); Alexander Yakovlev interview (16 and 17 August 2005).

⁵⁷ Avicos, "About the company," <http://www.avicos.ru/index>; Avicos, "2005 Annual Report"; Sergey Merkulov facsimile to the Procurement Service (25 April 2007) (identifying Mr. Merkulov as AFES' Executive Director).

⁵⁸ AFES, "Contact Information," <http://www.afes.ru/coord>; Avicos, "Contacts," <http://www.avicos.ru/contact>.

⁵⁹ AFES, "Annual Report of AFES for 2004," p. 10 (24 June 2005).

⁶⁰ Ilya Kabachnik interview (22 February 2007); Avicos, "Organizational structure of Avicos," http://www.avicos.ru/avicos_vnesh_f20070218.swf.

⁶¹ Warren Sach letter to Avicos (14 March 2007).

term of this Charter Agreement.”⁶² The standard long-term and short-term aircraft charter agreements also state that “[p]rior to the commencement of any air charter services under this Agreement, the Carrier shall obtain, and shall provide and maintain, for the entire duration of this Agreement and from an insurance carrier *acceptable to the UN*, comprehensive insurance coverage.”⁶³

8.2 Prior to the commencement of any air charter services under this Agreement, the Carrier shall obtain, and shall provide and maintain, for the entire duration of this Agreement and from an insurance carrier acceptable to the UN, comprehensive insurance coverage to cover all of the Carrier’s liability under this Agreement. Except as

Figure: Standard Short-Term and Long-Term Aircraft Charter Agreements, art. 8.2 (undated)

37. Thus, insurance carriers need not be registered United Nations vendors to provide insurance coverage for an air carrier doing business with the United Nations.⁶⁴ Avicos worked directly with the United Nations vendors and, according to Mr. Kabachnik, obtained United Nations vendor registration “only as part of [its] general work.”⁶⁵

38. According to Mr. Yakovlev, he was contacted by telephone by a representative of Avicos, who found his name on the Procurement Service’s website, where Mr. Yakovlev was listed as the contact person for Russian companies.⁶⁶ The representative explained to Mr. Yakovlev that Avicos was in the business of providing insurance arrangements for aviation and space companies.⁶⁷

39. Mr. Yakovlev was asked by Avicos if he could assist the company by providing it with the names and contact information for Russian aviation companies participating in United Nations bids.⁶⁸ Avicos believed that if it had access to these companies, it would be able to expand its business, which would be “mutually beneficial for . . . [Avicos] and for the companies.”⁶⁹ In return for his help, and subject to successful arrangements with the companies, Mr. Yakovlev was promised financial compensation to be determined at Avicos’ discretion.⁷⁰

⁶² United Nations General Conditions for Aircraft Charter Agreements, art. 1(a) (undated) (applicable in 2002 and 2007).

⁶³ Standard Long-Term Aircraft Charter Agreement, art. 8.2 (undated) (emphasis added); Standard Short-Term Aircraft Charter Agreement, art. 8.2 (undated) (emphasis added).

⁶⁴ Staff Member 1 interview (8 May 2007) (identifying Staff Member 1 as a long-time member of the Procurement Service); Staff Member 2 interview (9 May 2007) (identifying Staff Member 2 as a Team Leader with the Procurement Service).

⁶⁵ Ilya Kabachnik interview (22 February 2007).

⁶⁶ Vladimir Kuznetsov trial transcript, Alexander Yakovlev testimony, p. 152 (27 February 2007); Alexander Yakovlev interview (16 and 17 August 2005).

⁶⁷ Vladimir Kuznetsov trial transcript, Alexander Yakovlev testimony, p. 153 (27 February 2007).

⁶⁸ *Id.*; Alexander Yakovlev interview (16 and 17 August 2005).

⁶⁹ Vladimir Kuznetsov trial transcript, Alexander Yakovlev testimony, p. 153 (27 February 2007).

⁷⁰ *Id.*

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40. Mr. Yakovlev subsequently provided the requested information to Avicos, which used it to approach the vendors, offering them aircraft insurance to comply with the United Nations rules concerning aircraft charter agreements.⁷¹

41. According to Mr. Yakovlev, Avicos also offered financial assistance to aviation companies working with the United Nations.⁷² For this reason, it was in Avicos' interest to pursue any outstanding payments owed by the United Nations to companies financed by Avicos.⁷³ According to Mr. Yakovlev, Avicos called him inquiring about outstanding invoices, and Mr. Yakovlev obtained explanations for the payment delays or worked on expediting the payment.⁷⁴

42. According to Mr. Yakovlev, his primary point of contact in Avicos was Mr. Mikhail Kochetkov, who is no longer with the company.⁷⁵ The Task Force attempted to contact Mr. Kochetkov, but received no response.⁷⁶ However, Avicos confirmed to the Task Force that Mr. Kochetkov was employed by Avicos as Advisor to the President of the company from 28 December 2001 to 1 November 2004.⁷⁷

C. AVICOS PAYMENTS TO ALEXANDER YAKOVLEV

43. OIOS and the Task Force undertook considerable efforts to identify and obtain relevant financial and corporate records to establish the entities and individuals behind the front companies employed to make payments to Mr. Yakovlev.

44. As a result of its investigation, the Task Force established that a total of at least US\$186,800 was transferred into the accounts of Moxycyco and Nikal through front companies associated with Avicos and its senior managers.⁷⁸ Mr. Yakovlev admitted to providing information to Avicos and receiving several payments from Avicos totaling up to US\$200,000.⁷⁹

45. Avicos-related payments were made through Solitaire Nominees Ltd. ("Solitaire Nominees") and Westminster International Holdings ("Westminster International"), two front companies associated with Mr. Nikolai Ustimenko and Mr. Pavel Ustimenko.⁸⁰

⁷¹ Alexander Yakovlev interview (16 and 17 August 2005).

⁷² *Id.*

⁷³ *Id.*

⁷⁴ *Id.*

⁷⁵ *Id.*

⁷⁶ The Task Force email to Mikhail Kochetkov (2 March 2007).

⁷⁷ Ilya Kabachnik letter to the Task Force (1 March 2007).

⁷⁸ Antigua Overseas Bank, Moxycyco account records (November 2000 to September 2001); Antigua Overseas Bank, Nikal account records (June 2001 to August 2001).

⁷⁹ Vladimir Kuznetsov trial transcript, Alexander Yakovlev testimony, pp. 153-154 (27 February 2007); Alexander Yakovlev interview (16 and 17 August 2005).

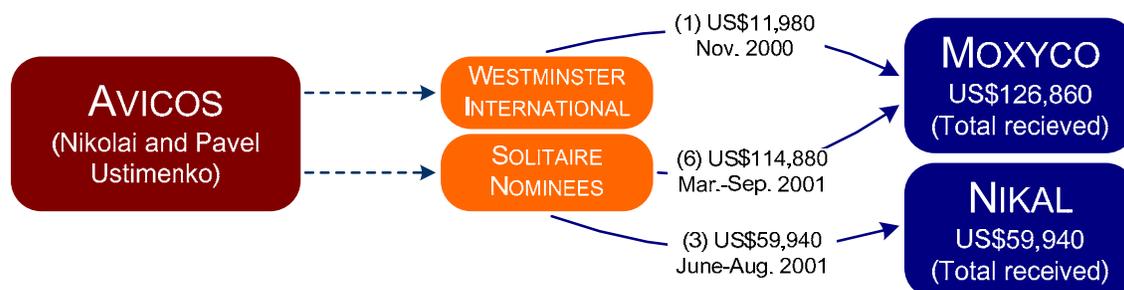
⁸⁰ Antigua Overseas Bank, Moxycyco account records (November 2000 to September 2001); Antigua Overseas Bank, Nikal account records (June 2001 to August 2001); Alexander Yakovlev interview (28 September 2005); OIOS mission analysis report (12 September 2005) (stating that Solitaire Nominees' payments were made "per Westminster International Holdings (Pavel/Pavlovich Ustimenko)").

Table A: Avicos-related payments to Moxycy and Nikal

Date of transfer	Receipient	Amount	Sender
14-Nov-00	Moxycy	\$ 11,980	Westminster International
06-Mar-01	Moxycy	24,980	Solitaire Nominees
28-Mar-01	Moxycy	9,980	Solitaire Nominees
11-June-01	Moxycy	24,980	Solitaire Nominees
11-June-01	Nikal	24,980	Solitaire Nominees
19-July-01	Moxycy	9,980	Solitaire Nominees
20-July-01	Nikal	9,980	Solitaire Nominees
24-Aug-01	Moxycy	24,980	Solitaire Nominees
24-Aug-01	Nikal	24,980	Solitaire Nominees
25-Sep-01	Moxycy	19,980	Solitaire Nominees
Total		\$ 186,800	

46. Chart C below summarizes the payments generated by the scheme in relation to Avicos.

Chart C: Avicos-related payments to Moxycy and Nikal



47. It should be noted that the amount of actual payments related to Avicos could exceed US\$186,800, as Moxycy and Nikal received substantial additional sums of money from sources that cannot be identified from the bank records currently available to the Task Force. (See Chart A.)

D. COMPANY RESPONSE TO THE TASK FORCE

48. On 1 March 2007, after the Task Force informed Avicos of the allegations, the company replied, stating that it “checked [its] records” and found no evidence of payments to or agreements and correspondence with Mr. Yakovlev and entities and individuals associated with him.⁸¹ The company further denied receiving any information from Mr. Yakovlev and having any relationship to or transactions with

⁸¹ Ilya Kabachnik letter to the Task Force (1 March 2007).

Westminster International or Solitaire Nominees.⁸² Avicos' letter is attached as Annex A to this Report.

49. However, the information obtained by the Task Force—including bank records and Mr. Yakovlev's admissions—provided sufficient evidence of Avicos' improper involvement with Mr. Yakovlev.

50. On 25 April 2007, Avicos was sent a formal adverse finding letter, informing the company that as a result of the Task Force's investigation, it was found to be in violation of the United Nations rules and regulations. (See Annex B.) The company was further informed that the Task Force identified over US\$186,000 in Avicos-related payments to Moxycy and Nikal, and that these payments were made in exchange for Mr. Yakovlev's assistance provided to Avicos, including information concerning various United Nations vendors and United Nations contracts.⁸³

51. Avicos has not furnished any further information to the Task Force in response to the Task Force's adverse finding letter.

VIII. DUE PROCESS

52. During the Task Force's investigation of the matters discussed in this Report, Avicos and its officials were fully informed of the allegations and provided with copies of bank records for payments to Mr. Yakovlev.⁸⁴ The company was afforded ample opportunity to present evidence to the Task Force. However, no records were provided and the company failed to provide any meaningful cooperation to the Task Force. The Task Force also repeatedly requested Avicos to provide access to Mr. Nikolai Ustimenko and Mr. Pavel Ustimenko.⁸⁵ However, the Task Force was not granted access to these company representatives.

IX. FINDINGS

53. The Task Force finds that, between in or about November 2000 and continuing through and until September 2001, approximately, Avicos, a company registered with the Organisation as a United Nations vendor, and thereby bound by the Organisation's rules, corruptly paid more than US\$180,000 to Moxycy and Nikal, two companies established to further the corrupt efforts of United Nations Procurement Officer Mr. Alexander Yakovlev to solicit, receive, and accept sums of money in exchange for favourable treatment of vendors seeking to do business with the Organisation. These payments were made to improperly and unlawfully influence the procurement processes and official business of the United Nations. The payments were made through front companies associated with senior managers of Avicos in exchange for Mr. Yakovlev's assistance

⁸² *Id.*

⁸³ The Task Force letter to Nikolai Ustimenko (25 April 2007).

⁸⁴ Ilya Kabachnik interview (22 February 2007); The Task Force letters to Nikolai Ustimenko (23 February and 25 April 2007); The Task Force letter to Alexey Maximov (14 February 2007).

⁸⁵ The Task Force letter to Nikolai Ustimenko (23 February 2007); The Task Force email to Ilya Kabachnik (5 March 2007); Ilya Kabachnik interview (22 February 2007).

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with Avicos' business projects in relation to the United Nations. The assistance provided to Avicos included improper disclosure of information concerning various United Nations vendors and United Nations contracts. The company's conduct, discussed in this Report, was corrupt and unlawful, and compromised the integrity of the procurement processes and execution of contracts related to Avicos. Further, the conduct described in this Report served to undermine the reputation of the United Nations and its staff members.

54. Mr. Yakovlev's assistance to Avicos and the company's payments to Mr. Yakovlev were in violation of criminal laws of the host country, as well as the United Nations regulations and rules, including procurement and financial rules. By orchestrating a scheme to obtain valuable United Nations information through fraudulent and corrupt means, including payments to a public official to influence the operations of an international organisation, Avicos, as well as the officials who participated in the efforts identified herein, committed criminal acts. This company violated, and caused to be violated, United Nations procurement rules, procedures, and contractual provisions, which prohibit the United Nations vendors from engaging in corrupt practices during the procurement process.

55. The Task Force finds that a number of Avicos' officers had knowledge of, were responsible for, or participated in the corrupt acts, including Mr. Nikolai Ustimenko, Mr. Pavel Ustimenko, and Mr. Mikhail Kochetkov.

56. The Task Force further finds that Avicos violated its obligations as a United Nations vendor by not cooperating with the Task Force in the course of its investigation and refusing to provide any relevant records or access to requested company officers.

X. CONCLUSIONS

57. The Task Force concludes that Avicos, Mr. Nikolai Ustimenko, Mr. Pavel Ustimenko, Mr. Mikhail Kochetkov, and possibly other company officials, engaged in criminal acts, including bribery, corruption, and money laundering.

58. The Task Force concludes that Avicos violated the following provisions of the United Nations procurement rules:

(i) Sections 4.3(2)(a) and 4.3(2)(c) of the 2006 Procurement Manual and corresponding provisions in earlier editions of the Procurement Manual, which provide that vendors should not engage in bribery and fraud;

(ii) Section 4.3(3)(c) of the 2006 Procurement Manual and corresponding provisions in earlier editions of the Procurement Manual, which state that vendors should not engage in "unethical or unprofessional conduct, including corrupt practices and submission of false information";

59. The Task Force concludes that Avicos, Mr. Nikolai Ustimenko, Mr. Pavel Ustimenko, Mr. Mikhail Kochetkov, and other employees of this company caused violations of Staff Regulations 1.2(b), 1.2(e), 1.2(f), 1.2(g), 1.2(i), 1.2(l), as well as Sections 4.1.5(4)(a), 4.2(1), 4.2(2) of the 2006 Procurement Manual (and corresponding

provisions in earlier editions of the Procurement Manual), which state that procurement officers should act in the best interests of the Organisation and should not use their office for private gain. The Task Force further concludes that Avicos and its employees and officials caused violations of Articles 2.0 and 4.0 of the 2004 edition of the United Nations General Conditions of Contract.

XI. RECOMMENDATIONS

A. RECOMMENDATION PTF-R007/07/1

60. The Task Force recommends that the Procurement Service take all necessary steps to permanently remove Avicos from the vendor registration list in accordance with the United Nations procurement rules, and that this company, in any form and in any capacity, be banned from any United Nations business, either directly or indirectly, including as an affiliate of any other vendor. The Task Force recommends that Avicos should not be viewed as an acceptable insurance provider by any United Nations department, agency, office, or mission. The Task Force also recommends that the Organisation should not conduct any business with any joint ventures that involve Avicos, including AFES.

61. The Task Force further recommends that the individuals involved in Avicos' arrangements with Mr. Alexander Yakovlev—Mr. Pavel Ustimenko, Mr. Nikolai Ustimenko, and Mr. Mikhail Kochetkov—be banned from conducting any business with the Organisation.

B. RECOMMENDATION PTF-R007/07/2

62. The Task Force further recommends that the Secretary-General request the Office of Legal Affairs to make appropriate referrals for criminal prosecution with regard to Avicos and company officials identified in this Report.

C. RECOMMENDATION PTF-R007/07/3

63. The Task Force recommends that the Secretary-General request the Office of Legal Affairs to continue its efforts to recoup the proceeds of Mr. Yakovlev's unlawful schemes, including asserting claims against the funds held at various financial institutions for the benefit of Mr. Yakovlev, and asserting a claim with the United States District Court, Southern District of New York. Further, the Task Force recommends that the United Nations seek recovery of the proceeds of Mr. Yakovlev's illegal schemes under the common principles of criminal and civil liability, as well as under the United Nations rules and regulations, including Staff Rule 112.3, which states that "[a]ny staff member may be required to reimburse the United Nations either partially or in full for any financial loss suffered by the United Nations as a result of the staff member's negligence or of his or her having violated any regulation, rule or administrative instruction."

D. RECOMMENDATION PTF-R007/07/4

64. The Task Force strongly recommends that the Secretary-General direct the Office of Legal Affairs and the Procurement Service to amend and revise the United Nations General Conditions of Contract and vendor registration forms to require, as a condition of doing business with the Organisation, that vendors, their subsidiaries, agents, intermediaries, and principals cooperate with OIOS in its investigations. Such cooperation shall include, but not be limited to, access to all employees, representatives, agents, and assignees of the vendor, as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations must be sufficient grounds allowing the Organisation to repudiate and terminate the contract and debar and remove the vendor from the Organisation's list of registered vendors. Further, notice to this effect should be included in the Procurement Manual and provided to prospective vendors through the Procurement Service's website and solicitation documents.

ANNEX A: AVICOS LETTER TO THE TASK FORCE (1 MARCH 2007)



Закрытое акционерное общество
авиационного и космического
страхования

Дата 01/03/07

Наш № 305/1412

Ваш №

Mr Robert Appleton
Acting Chairman,
Procurement Task Force
Office of Internal Oversight Services
United Nations

1st March, 2007

Dear Mr Robert Appleton,

Re: Avicos Insurance Company (UN Vendor ID No. 22230)

Further to my telephone conversation with your colleagues on 22nd February 2007 and to your letter dated 23rd February 2007 we have checked the records of Avicos and I am in position to certainly confirm the following facts:

1. Avicos has not concluded any agreements and/or contracts nor instructed any other individual or entity to conclude such agreements or contracts on behalf of Avicos with Moxycy Ltd, Nikal Ltd, Mr Alexander Yakovlev, Ms Olga Yakovleva, Mr Dmitry Yakovlev, Mr Vladimir Kuznetsov, and Ms Natalia Kuznetsov;
2. Correspondingly there have not been any financial transactions by Avicos neither on behalf of Avicos with Moxycy Ltd, Nikal Ltd, Mr Alexander Yakovlev, Ms Olga Yakovleva, Mr Dmitry Yakovlev, Mr Vladimir Kuznetsov, and Ms Natalia Kuznetsov;
3. Avicos has never paid any money nor instructed and/or authorized any individual or entity to pay on behalf of Avicos any money to Moxycy Ltd, Nikal Ltd, Mr Alexander Yakovlev, Ms Olga Yakovleva, Mr Dmitry Yakovlev, Mr Vladimir Kuznetsov, and Ms Natalia Kuznetsov;
4. We have no record of any correspondence between Avicos, its directors, employees, agents or representatives whilst performing their duties as directors, employees, agents or representatives of Avicos with Moxycy Ltd, Nikal Ltd, Mr Alexander Yakovlev, Ms Olga Yakovleva, Mr Dmitry Yakovlev, Mr Vladimir Kuznetsov, and Ms Natalia Kuznetsov;
5. To the best of our knowledge Avicos has not received any documents or other materials related to United Nations whether for pay or otherwise from Moxycy Ltd, Nikal Ltd, Mr Alexander Yakovlev, Ms Olga Yakovleva, Mr Dmitry Yakovlev, Mr Vladimir Kuznetsov, and Ms Natalia Kuznetsov;

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6. Avicos is not involved in any contractual relationship nor any financial transactions with Westminster International or Solitaire Nominees.
7. Mr Mikhail Kochetkov was employed by Avicos as Advisor to President from 28th December 2001 till 1st November 2004. You may contact him by e-mail at mvkochetkov@yahoo.com.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Ilya Kabachnik", written over a horizontal line.

Ilya Kabachnik
Executive Director
Avicos

ANNEX B: THE TASK FORCE LETTER TO NIKOLAI USTIMENKO (25 APRIL 2007)

UNITED NATIONS  NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N. Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

25 April 2007
VIA EMAIL

REFERENCE:

Dear Mr. Nikolai Ustimenko,

Please be advised that the Procurement Task Force (“the Task Force”) of the Office of Internal Oversight Services (“OIOS”) of the United Nations is in the process of completing its investigation concerning Avicos and issuing its final report to the Organisation. As you are aware, Avicos is a subject of the investigation.

This is to provide you with notice of the intention of the Task Force, consistent with its mandate, to report to the Organization formally upon this matter and to allow you an opportunity to provide any comments or response to the proposed final findings, and offer any information and evidence you deem appropriate and relevant, and believe the Task Force should consider. The Task Force will evaluate your comments, and consider your evidence before it reaches firm conclusions, and before it reports, provided that such you submit such relevant information to the Task Force in a timely manner.

Your representative Mr. Ilya Kabachnik has been interviewed on these matters on 22 February 2007, and your company has also provided a written response on 1 March 2007. Your statements and comments have been taken into consideration by the Task Force. The Task Force has provided you with information and the bank transfers summary sheets upon which it intends to rely in reaching its conclusions. Such documents were presented to you on 23 February 2007 and you were provided with an opportunity to comment upon them. Furthermore, you were given an opportunity to present your own information, documents, and any other evidence that you consider relevant.

Regrettably, as of now Avicos has not provided the Task Force with any relevant documents concerning the matters under examination. Notably, the Task Force has received no response to its repeated requests to interview you or Mr. Pavel Nikolaevich Ustimenko.

A summary of the proposed draft findings in the Task Force’s final report is provided below:

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Between November 2000 and September 2001, Avicos paid over US\$186,000 to Moxycy Ltd. ("Moxycy") and Nikal Ltd. ("Nikal"). Moxycy and Nikal were created by two former United Nations officials to conceal their illegal arrangements with a number of United Nations vendors. Avicos' payments were made through two front companies, Solitaire Nominees and Westminster International. These companies are associated with or controlled by Mr. Nikolai Pavlovich Ustimenko, President of Avicos, and his son Mr. Pavel Nikolaevich Ustimenko, General Director of Avicos. The payments to the former United Nations officials were made in exchange for assistance provided to Avicos, including information concerning various United Nations vendors and United Nations contracts. These payments were made in direct violation of the United Nations rules and regulations.

Please provide any response, and any information you would like the Task Force to consider by 7 May 2007. If you have any questions, or would like to review the documents gathered during the investigation upon which the Task Force will rely in this case, please contact Task Force Investigator Richard Mika, at mika@un.org or +1 (917) 367-3239 to make the necessary arrangements.

Yours sincerely,



Robert Appleton
Chairman
Procurement Task Force
Office of Internal Oversight Services

Mr. Nikolay Ustimenko, President
c/o Mr. Ilya Kabachnik, Executive Director
Avicos
Sadovaya-Triumphal'naya-20
Bldg. 2
Moscow, Russia 127006
Tel: + 7 495 6946885
Fax: + 7 495 7871195
e-mail: kabachnik@avicos.ru