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UNITED NATIONS

**Office of Internal Oversight Services
Investigations Division**

**REDACTED
REPORT OF INVESTIGATION**

ID CASE NO. 0412/04

13 December 2005

ALLEGATIONS OF PERSONAL USE OF UN PROPERTY BY STAFF MEMBERS OF THE UNITED NATIONS MISSION IN LIBERIA

I. INTRODUCTION

1. In October 2004, the Investigation Division/Office of Internal Oversight Services (ID/OIOS) was apprised that staff members of the United Nations Mission in Liberia (UNMIL) were being provided United Nations generators, fuel, gravel and other United Nations property for free use within their private accommodation. In April 2005 an on site investigation was conducted.

II. BACKGROUND INFORMATION

2. In September 2003, Security Council Resolution 1509 established the United Nations Mission in Liberia operating under the designated mandate of “*Support for Implementation of the Ceasefire Agreement*” and “*Support for Security Reform.*” The security situation in Liberia at the time remained tense as a majority of the country was still under rebel control.

3. Even though the capital city of Monrovia had been the victim of intense looting and vandalism, one of the first priorities of the Mission was to secure suitable office and personal accommodation(s). To address some of these demands, a number of United Nations staff members entered into a lease agreement for personal accommodation with the proprietor of Compound 1. Allegations that these staff members have been provided free use of United Nations assets forms the basis of the current investigation. The originating complaints have always focused on a perception that UNMIL staff holding senior positions have, as residents of Compound 1, authorized United Nations assets in excess of their lawful entitlements. It should also be noted that as ID/OIOS enquiries progressed, similar allegations involving a second housing complex and United Nations staff members came to light. The circumstances surrounding the unauthorized use of United Nations property in both private compounds have since been addressed in the course of the current investigation.

United Nations Security Operations

4. Security stages within a designated United Nations mission are established by a five stage Alert Phase Matrix. The phases run from Precautionary – Restricted Movement – Relocation – Programs Suspension – Evacuation. Within each Phase of Security, restrictions are placed on personnel movement and basic requirements of personnel effects, documents and emergency supplies.

Minimum Operating Security Standards

5. Minimum Operating Security Standards (MOSS) are authorized by the United Nations Security Coordinator (UNSECOORD) in New York. The actual development

and implementation of MOSS requirements however are the responsibilities of the designated UN Agency/Mission. UNSECOORD policy notes that non-compliance with MOSS measures may be used by the underwriters of the Malicious Acts Insurance Policy to deny or reduce compensation claims. In November 2002 UNSECOORD revised the policy to coordinate the baseline requirements of MOSS to each of the designated stage Security Phases.

Minimum Operating Residential Security Standards

6. In December 2003 specific standards in relation to residential security were established by UNSECOORD. UNSECOORD, while noting that the primary responsibility for the protection of staff members was the responsibility of the host government, recognized that often additional measures were required to enhance the safety and security of staff members at their place of residence. Minimum Operating Residential Security Standards (MORSS) were designed to be a distinct yet integral component of MOSS, although MORSS would not be linked to the Security Phase of each duty location but rather to the overall law and order situation. Approval for MORSS and recommended financial caps would again rest with UNSECOORD based on appropriate threats assessment(s) and submissions by officials of each designated duty station. On March 11, 2004 UNSECOORD published guidelines for the establishment and submission of MORSS. The instructions note that measures which exceed the baseline MORSS will only be approved in exceptional cases. The March 2004 policy also clarified the previous system of residential security entitlements:

“The former system: Reimbursement for Residential Security Measures

Under the former system, the Designated Official was required to confirm that there was a threat to staff, that crime was violent in nature, that the host government was not able to provide adequate security and that security measures commonly were used by the international community.

The Designated Official then submitted a request to UNSECOORD with detailed justification for a measure or device, supported by Quarterly Incident Reports. UNSECOORD reviewed the submission and, if it was determined that the measures/device are warranted, UNSECOORD approved the recommendations; organizations were then responsible for reimbursing their staff as follows:

d) Generators for Emergency Lighting/Communications: In situations where power failures are directly attributable to the security situation at a duty station, or have a direct bearing on the security of staff and their eligible dependents there, the United Nations Security Coordinator may authorize the reimbursement of the cost of hiring/installing generators.”

III. APPLICABLE LEGAL NORMS

7. The following legal norms have been reviewed to during the course of the

ID/OIOS investigation:

Liberian Penal Code

Sec 15.51: Theft of property.

A person is guilty of theft if he: Knowingly takes, misappropriates, converts, or exercises unauthorized control over, or makes an unauthorized transfer of an interest in, the property of another with the purpose of depriving the Landlord thereof;

UN 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.”

(q) “Staff members shall only use the property and assets of the Organization for official purposes and shall exercise reasonable care when utilizing such property and assets.”

UN Staff Rule 101.2

(c) “Staff members shall comply with local laws and honour their private legal obligations, including but not limited to, the obligation to honour orders of competent courts.

(n) “A staff member who has occasion to deal in his or his official capacity with any matter involving a profit making business or other concern in which he or she holds a financial interest, directly or indirectly, shall disclose the measure of that interest to the Secretary-General and, except as otherwise authorized by the Secretary-General, either dispose of that financial interest or formally excuse himself or herself from participating with regard to any involvement in that matter which gives rise to the conflict of interest situation.”

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Waste of Resources

(b)(i) “Any unreasonable failure to ensure that the monetary or other resources of the Organization are used solely, efficiently and effectively for the purposes of the Organization or for its benefit.”

Abuse of Authority

(c) *“Any discharge of management responsibilities and any act or failure to act, which is motivated other than by the interests or purposes of the Organization”*

IV. METHODOLOGY

8. ID/OIOS conducted initial interviews with staff members knowledgeable about the matters under investigation. Subsequent interviews were based on issues identified from a compilation of relevant documents and information obtained during the course of the investigation. Site visits, where appropriate, were also conducted.

V. INVESTIGATIVE DETAILS

Chronological Developments

9. In August 2003 UN staff members were deployed to Liberia to conduct an on the ground assessment of the country prior to the establishment of the actual mission. UNMIL Official 1, who would later assume the role of an UNMIL official, was part of this initial team. Shortly after his arrival, UNMIL Official 1 entered into preliminary negotiations for the lease of Compound 1. The compound itself had been utilized as personal accommodation by staff of the United Nations Development Program prior to the civil conflict in Liberia. At the commencement of the negotiations however the property was in very poor condition. After years of extensive vandalism and looting, only the roof and walls of the buildings remained intact.

10. Upon the establishment of the actual Mission in September 2003 a Phase IV Security Plan was in effect. MOSS directives at the time provided minimum operating security standards for communications, work sites and residences occupied by international staff members. Standards relevant to the current investigation included:

“Minimum Communication Requirements

- c. International staff, national Wardens, Senior National Appointed Staff, Agencies’ Senior National Representatives in up country offices, UN Doctor drivers and the UN agencies visitors should be equipped with VHF handsets, have access to chargers and should maintain a permanent radio contact with Country Control station and agencies security control stations.*
- d. It could be recommended (but not mandatory) that residences of the Designated Official, Heads of Agencies, Field Security Coordinator, Area Security Coordinators, Agencies FSCO offices should be equipped with HF and VHF base radio stations or with a vehicle equipped with a mobile radio HF/VHF stations at night time.*

Telephones, mobile phones, satellite phones, email:

- b. Heads of Agencies, FSCO, ASCs and international/National Zone*

Wardens/Deputies Senior National Staff, UN Doctor should have 24 hours access to mobile telephone or local telephone lines.

Minimum-Security Requirements for UN Offices and UN International Staff Private Residences

- b. External lighting should be installed to illuminate entranceways Staff Residences into compound and the residence.*
- c. It could be suggested: electricity in Liberia¹ is unreliable and a generator is extremely useful for security lighting, radio battery recharging and personal convenience;*

Other MOSS Security Points

- b. Offices and private residences of the international staff should have generators for security lights. In areas where a generator is the only source of electrical power, offices should have reserved less powerful back up generators.”*

11. Continued negotiations with the landlord of Compound 1 were assumed by the UNMIL Official 2 upon his arrival in September. On September 30, 2003 UNMIL Official 2 provided Landlord, of Monrovia, Liberia, a Letter of Intent to lease Compound 1. The document specifically noted the intention of the United Nations Mission in Liberia to lease the entire complex, including all bungalows, apartments and guesthouse. Conditions in the Letter of Intent included:

- Exclusive use of all facilities by UN staff members;
- The Landlord to be responsible for all maintenance including water generation, drinking water, garbage collection, disposal services, guards and all necessary services, not specifically excluded;
- UNMIL to provide all power generation services, although the distribution system and maintenance to remain the responsibility of the Landlord;
- The overall rehabilitation works to be completed by no later than January 2004.
- Terms of the lease were for one year with an option to renew. Payment conditions to be discussed and finalized.

12. Two months later, UNMIL Official 2 notified UNMIL International Staff that Compound 1 consisting of 35 separate private accommodations were “*exclusively available for rental to UNMIL International Staff Members...*” The allocation of accommodation facilities was to commence effective December 01, 2003 with the

¹ The actual document reads “electricity in Sierra Leone...” which is believed to be written in error.

remaining group being made available in January or February 2004.

13. On February 18, 2004 UNMIL Official 2 forwarded a facsimile to Department of Peacekeeping Operations (DPKO) Official 2 to request authorization for an upfront payment of US\$120,000. The document notes that Compound 1 landlord is demanding a quarterly advance of rental payments to enable him to complete all necessary repairs. The accommodations themselves are to be rented and managed by an UNMIL Staff Welfare Committee and it is the same Committee that will repay the funds to the Organization as soon as all the residences are completed and occupied by the anticipated date of September 01, 2004. On March 11, 2004 DPKO Official 2 provided UNMIL Official 2 a facsimile authorizing the request.

14. On March 15, 2004 an Agreement of Lease was signed between the UNMIL Staff Welfare Committee (represented by UNMIL Staff Member²) and Landlord of Monrovia, Liberia. The agreement notes that the Committee, *“at its own expense, provide its generators and fuel to supply electricity for the entire compound and shall operate said generators and carry out preventative maintenance of them.”* The agreement makes no specific reference regarding electricity being supplied to the landlord other than referring to the *“supply of electricity for the entire compound.”*

15. A similar proposed Agreement to Lease was reviewed by ID/OIOS regarding Compound 2 in Monrovia. This compound, situated adjacent to Compound 1, has been occupied exclusively by UN staff members commencing in July 2004³.

16. On August 6, 2004 the UNMIL MOSS application was approved by the United Nations Security Coordinator. The following categories are of specific relevance to the current investigation:

“General

7. *All UN staff should at all times monitor their handheld radios;*

Telecoms

27. *It is recommended that residences of the Designated Official, Head of Agencies, Field Security Coordinator and UNMIL Chief Security Officer should be equipped with HF and base radio stations or with a vehicle equipped with a mobile radio HF/VHF stations at night time;*

34. *All international staff, Wardens, Senior National Staff and UN Doctors should have 24 hour access to mobile telephone or local telephone lines;*

Office/Residence Security

42. *External security lighting should be installed to illuminate entranceways into*

² Subject is deceased.

³ Upon the commencement of the ID/OIOS investigation in April 2005 the actual lease agreement between the landlord and the Compound 2 Tenants Committee has yet to be ratified.

compound and the residence as well as areas along or near the entire perimeter fence. Security lights should be on during darkness;

44. *Offices and private residences of international staff should have generators for security lights....”*

17. On September 27, 2004 UNSECOORD approved the UNMIL MORSS application. Specific items included in the MORSS authorization include:

3. *External security lighting should be installed to illuminate entranceways into compound and the residence as well as areas along or near the entire perimeter fence. Security lights should be on during darkness.*

Cost in US \$: To be provided by the landlord

4. *Residences should preferably have generators for security lights and interior lighting. Reserve fuel should be stocked for generators in a safe place.*

Cost in US \$: Staff member should, if necessary, purchase generator at own cost.

5. *Fuel reimbursements for security lighting from generators.*

Cost in US\$: Maximum 205.00 US \$ per month.

18. On October 1, 2004 UNMIL Official 2 wrote a memorandum UNMIL Official 1 noting that while UNMIL Official 1 was on leave there were several occasions when the generators at Compound 1 were non-functioning. The document is entitled, “*Provision of Services to Compound 1 as indicated in Agreement Letter.*” UNMIL Official 2 then notes the high fuel consumption of the UN generator because the landlord’s generator continues to break down. UNMIL Official 2 requests the installation of a new 330 KVA generator at Compound 1 and acknowledges that Compound 2 has two UN generators on site. He indicates that “*this is clearly a disparity*” as Compound 2, with 37 occupants, has two generators, while Compound 1, with 80 staff members, has only one.

19. On February 26, 2005 UNMIL Official 2 advised all International Staff that UNSECOORD had authorized reimbursement for fuel for security lights from powered generators and for the hiring of private professional security guards. Included in the authorization was a one time reimbursement for security improvements to the staff member’s residence. In March 2005 the policy was clarified to note that the authorized fuel reimbursement would be per dwelling and not per staff member. During the course of the investigation UNMIL Official 3 advised ID/OIOS that staff members residing in Compound 1 were not entitled to the noted reimbursements for fuel for security lights from powered generators. Several senior UNMIL staff members seemed to indicate this was a trade off as such for the use of the UN generators.

20. The ID/OIOS investigation commenced in April 2005. After a brief tour of the site it appears that Compound 1 has been fully restored to its original state including the tennis courts, swimming pool, club house and air conditioned bungalows.

UN Generators

21. The witnesses interviewed during the course of the investigation confirmed that both Compound 1 and Compound 2 are supplied with UN generators. In both compounds, the landlords are also provided electricity (as generated by the UN generators). A fixed monthly reimbursement for the landlord(s) fuel costs is provided to each respective Committee. The landlord of Compound 1 resides within the complex and reimburses the Committee for electricity to five buildings that are not included within the current Agreement. Similar arrangements were made by the same landlord when he *previously* provided electricity to a local telecom company that has a communications tower on Compound 1 site. In Compound 2, the landlord has attached an electrical cable to the UN Generator which then leads outside of the compound and approximately 100 meters down the road to his private residence.

22. On December 6, 2004, Senior UNMIL Official received a Fuel Audit Report as conducted by the OIOS Internal Audit Division. The audit specifically addressed issues surrounding UN fuel being provided to the Compound 1. The document also notes that a 500 KVA UN owned generator is on site and *“that it is not clear whose authority the generator was placed free of cost to provide 24-hour electricity free on what is essentially private property.”* The OIOS Audit Team reported that UNMIL Official 1 explained to them that the landlord’s generators were not in good working order with frequent power outages and constant power surges that could adversely effect UN communication equipment. As Compound 1 had more than 100 staff members including several senior officials, it was decided that a UN generator would be place on loan at the complex *“until electricity (in Monrovia) is restored or when the tenants are in position to procure such a generator for the property.”* One of the recommendations stemming from the OIOS Fuel Audit was that UNMIL Administration review the present arrangement involving the use of the UN owned generator at the Compound 1. Some of the UN generators have been removed as noted in the chart below while others have remained in place.

23. UNMIL Issue Voucher documentation confirms the following allocations of UN generators:

Compound 1– UN Generators						
BAR CODE	INSTALLED	REMOVED	PURPOSE	SIZE	CONDITION	VALUE
LBBY01367	19 NOV 03	06 OCT 04	Accommodation	100 KVA	New	\$10,373.
LBBY01374	19 NOV 03	06 OCT 04	Accommodation	100 KVA	New	\$12,916.
MIL20187	06 OCT 04	08 NOV 04	Accommodation	300 KVA	New	\$33,600.
MIL20345	06 OCT 04	18 FEB 05	Accommodation	500 KVA	New	\$76,873.
MIL20021	08 NOV 04	n/a	Accommodation	160 KVA	New	\$15,793.
MIL20810	18 FEB 05	n/a	Accommodation	500 KVA	New	\$84,723.

FOD5882	10 JAN 04	25 APR 05	Communication	36 KVA	Good	\$7,790.
MIL16925	25 APR 05	n/a	Communication	15 KVA	New	\$11,390.
Compound 2– UN Generators						
BAR CODE	INSTALLED	REMOVED	PURPOSE	SIZE	CONDITION	VALUE
MIL20159	28 JUN 04	n/a	Accommodation	160 KVA	New	\$25,502.
MIL20149	28 JUN 04	n/a	Accommodation	75 KVA	New	\$18,305.

Issue Voucher Forms

24. The Engineer Request and Issue Voucher forms for the UN generators installed at Compound 1 and Compound 2 revealed that the controls over distribution were of exceptionally poor quality. The vouchers require signatures in blocks designating “Requested by”, “Approved by”, “Authorized by” and “Received by.” By example, a UN staff member in the Air Movement Units could submit a request for a generator. The request would be approved by the Head of his Section and then authorized by the Head of Engineering. The final receipt of the generator in most cases would be the same person who had requested the item in the first place as the item is then charged to his personal inventory. Issue Voucher Forms reviewed during the course of the ID/OIOS investigation indicate that in most cases someone from the Generator Unit requested the generator. Often the approval or authorization of the issuance is the very same person who requested the item or the approval and authorization signatory blocks are simply left blank. Several staff members also rejected official documentation which reports that generators have been assigned to their personal inventories advising that they had never requested nor signed any receipt for any such items.

Generator Maintenance

25. All generators require daily maintenance to ensure proper operation. This includes maintaining the fluid levels and monitoring cool down periods during the shut down/transfer process required with dual generator systems. In Compound 1 the Committee pays the landlord US\$1500 a month for non UN employees to provide this daily service. In Compound 2 the same service is provide as part of the monthly accommodation charge. Notwithstanding the daily maintenance, the UN generators at both compounds also receive regular scheduled maintenance by the UNMIL Generator Unit staff. UNMIL records from November 2003 to April 2005 indicate the following expenditures on UN generators and those of Compound 1 landlord as listed in the chart below:

Location	Barcode	KVA	# of Services	Cost of Labor	Cost of Parts	Total Costs
Compound 1	LBYY01374	100	3	\$135.00	\$216.06	\$351.06
	LBYY01367	100	3	\$135.00	\$175.08	\$310.08
	FOD05882	36	4	\$165.00	\$113.08	\$278.08
	MIL20810	500	6	\$232.50	\$494.70	\$727.20
	AES 13487	500	13	\$667.50	\$672.33	\$1,339.83
	MIL20345	500	11	\$600.00	\$2,859.06	\$3,459.06
	MIL20187	500	7	\$300.00	\$1,489.39	\$1,789.39
	Land Lord (1)	400	7	\$480.00	\$846.99	\$1,326.99
	Land Lord (2)	250	2	\$150.00	-	\$150.00
Total Compound 1				\$2865	\$6866.69	\$9,731.69

Compound 2	MIL20021	160	11	\$510.00	\$1,005.31	\$1,515.31
	MIL21059	160	12	\$502.50	\$604.82	\$1,107.32
Total Compound 2				\$1,012.50	\$1,610.13	\$2,622.63

UN Fuel

26. A second recommendation stemming out of the OIOS Fuel Audit was that UNMIL Administration review “*the supply of duty-free fuel in light of concerns raised by some staff members.*” The concerns expressed were that while the staff members residing at Compound 1 and Compound 2 were being provided fuel at UN tax exempt prices, staff members residing anywhere else in the Mission were not. They were forced to pay for fuel, either direct from the source or as part of their monthly rent, at rates which included local Liberian taxes. While the provision of tax free fuel is a common benefit provided to international staff members under Status of Forces Agreement(s), the OIOS Auditors were no doubt unaware of an Information Circular 2004/041 dated August 2004 in which UNMIL Official 2 had subsequently authorized the provision of duty free fuel to all UNMIL international personnel.

27. The ID/OIOS investigation did corroborate the Findings of the OIOS Audit in that each respective Committee does reimburse UNMIL Finance for the associated costs of UN fuel utilized on site plus an additional 14% fee administration costs.

Gravel and Road Maintenance

28. Witnesses interviewed during the course of the investigation confirmed that members of the Nigerian Troop Contingent have utilized UN graders to repair and maintain roads leading up to and on occasion, within Compound 1. They noted that UN graders were utilized as such throughout Monrovia. ID/OIOS investigators did observe several military outposts within 1 or 2 kilometers of the Compound 1, including military guards at the gate providing security for the Force Commander and authorized senior UNMIL staff. Without specific dates and the continued rotation of Nigerian Troop contingents, ID/OIOS could not locate any documentation authorizing road maintenance within Compound 1 itself.

Other UN Assets

29. The UNMIL Engineering Unit had constructed a helicopter landing pad within Compound 1. The Head of the Engineering Unit stated it was authorized in case of the need to evacuate UN staff members. No documentation in this regard was produced.

30. No other UN assets at Compound 1 or Compound 2 Compounds were noted by ID/OIOS.

Witness Accounts

31. During the course of the ID/OIOS investigation a total of 25 interviews were conducted. The majority of interviews dealt with specific aspects of the investigation rather than the allegations at large. There was however no disagreement amongst anyone interviewed that the living standards of Compound 1 far exceed those of any other staff accommodation within Liberia. Compound 1 and adjacent Compound 2 were also noted to be the only approved UNMIL staff accommodations on the north side of Monrovia. Due to security concerns, all other UNMIL staff were required to obtain private accommodations on the south side of the city, the same area in which the UNMIL Headquarters is located.

32. Numerous UNMIL staff members and even a local investor, who rents out an apartment complex within Monrovia to tenants on an individual basis (including some UNMIL staff), complained to ID/OIOS investigators how they felt that the UN assets provided to the landlords and staff members residing at Compound 1 and Compound 2 is grossly unfair. The local investor went as far to request that UN generators be installed at his apartment complex as well. Some staff members residing in Compound 1 expressed concerns in that they are not 100% sure where their money goes. Others commented that the landlords did not seem to be paying the agreed amount for fuel charges and refused to accept any proposed increase in fuel costs. Interestingly enough, the price of fuel in Monrovia since March 15, 2004 to April 2005 has increased 60% and yet no associated fuel price increase has ever been passed on to the landlords by either Committee. With regards to the Compound 1 Tenants Committee, it was revealed that the recently appointed treasurer is also a UNMIL Finance Official. While this appointment was well received by some tenants as a step towards “getting the books in order”, several of the residents have also requested audits of each respective committee’s financial records.

33. UNMIL Generator Staff made several references to the direction of Official 1 as the staff member who authorized the installation of the generators at the noted compounds. Several emails commenting on this specific direction were in fact provided to ID/OIOS wherein Official 1 was carbon copied email documents which made direct reference to his authorization to install UN generators at Compound 1.

34. One senior staff member of the Engineer Section advised that the original intention of Compound 1 was for UNMIL to lease the accommodation direct. The proposal however was shelved once it was realized that the Mission Subsistence Allowance⁴ of the staff members residing at Compound 1 would be significantly reduced.

UNMIL Official 1 - Formerly at UNMIL

35. UNMIL Official 1 confirmed his position upon his arrival to the Mission in August 2003. He stated there was still ongoing conflict in Monrovia and it was not a very safe place to be. Like other UNMIL staff members at the time, he was working out

⁴ MSA is a daily living allowance provided by the UN to all staff members serving on mission. If, however, the UN provides accommodation or any other service associated to daily subsistence, the MSA is subsequently proportionally reduced.

of the Mumba Point Hotel, trying to both secure office and living accommodations. He advised that Compound 1 was a somewhat obvious place to consider for residency because staff members from the United Nations Development Program had utilized the facilities prior to the civil conflict in Liberia. Compound 1 in August of 2003 however was in very poor condition. While the roofs and walls remained, everything had been looted during the years of conflict. Notwithstanding this, both he and the landlord saw the benefits of securing the accommodation for UNMIL staff members. UNMIL Official 1 noted that it was the landlord who wanted to secure the agreement with a UN establishment. The landlord apparently was tired of previous hassles regarding individual rent payment and collection. He was also tired of continuous concerns regarding the provisions of electricity for so many specified hours a day. The landlord was seeking a lease agreement with the UN as an entity to avoid all the hassles as noted. UNMIL Official 1 stated however that an agreement with the UN as an agency at the time was not possible and as such the Compound 1 Welfare Committee was eventually established.

36. UNMIL Official 1 stated that the intent behind Compound 1 was to set it up as an office away from the office. This was because the main HQ was in the center of the city and Monrovia remained very unpredictable as far as demonstrations and ongoing conflict was concerned. The distance between Compound 1 and the main HQ in his estimate was 25 km. He noted that with the exception of the Senior Official, all the other heads of UNMIL were living in Compound 1. The fact that Compound 1 was being set up as an office away from the office is also why the helicopter pad was installed.

37. UNMIL Official 1 was questioned directly regarding who negotiated the terms of electricity and fuel being provided to the Compound 1 landlord. He confirmed that it was him to a certain point and also that the landlord approached him regarding provisions of electricity to another business. UNMIL Official 1 informed the landlord that as long as he reimbursed the Committee for the fuel it could be arranged. UNMIL Official 1 did state, however, that upon the arrival of the UNMIL Official 2 he was no longer directly involved in the negotiations. As such considerations were more within the role of UNMIL Official 2 he stepped aside. UNMIL Official 1 specifically noted the Letter of Intent as indication of UNMIL Official 2's involvement.

38. In regards to UN generators at Compound 2, UNMIL Official 1 advised it was UNMIL Official 2 who authorized the installations as Compound 2 was originally being considered as an extension of Compound 1 due to the large increase in UNMIL staff at the time. Insofar as UNMIL tax free fuel being provided to Compound 1 tenants, he admitted that this caused some concerns with other UNMIL staff members as they too wanted the financial benefits of tax free fuel. He advised that the delay in implementing similar benefits was associated only to logistics. It was a difficult process to come up with a fair implementation of tax free fuel when UNMIL staff members at the time were now living in so many different compounds/situations. When a compound consisted of nothing but UN staff members it was easy to calculate fuel costs. Others, however, lived in individual houses or compounds with non-UN staff. Coming up with a fair process of tax free fuel distribution took time, according to UNMIL Official 1.

UNMIL Official 2 – Formerly at UNMIL

39. UNMIL Official 2 was an official at UNMIL and a previous resident of Compound 1 Compound. He also advised that in September 2003 Liberia was a dangerous place and it was crucial that UNMIL find suitable office space and living accommodations. At the time, staff members were either working out of hotel rooms or sleeping on the floor of their offices. UNMIL Official 2 acknowledged that he entered into discussions with the landlord of Compound 1 and did provide him the Letter of Intent, as the original proposal was that UNMIL would rent the property direct. Upon discussions with DPKO it was realized that such an agreement would significantly impact upon the MSA allowance. UNMIL Official 2 advised that when this information was passed on to the UNMIL staff members interested in residing in Compound 1, they refused to accept any reduction to their MSA and indicated they would seek accommodation elsewhere. It was at this point that it was decided that a staff welfare or tenants committee would rent the property direct.

40. UNMIL Official 2 also acknowledged the request to New York for interim financing. Compound 1 at the time had been completely vandalized during the previous civil conflict in Liberia and the landlord was requesting an upfront payment of rent to complete the repairs. DPKO agreed to the special request and the funds were paid back by UNMIL staff members through an appropriated deduction of MSA. In regards to the UN Generators, UNMIL Official 2 advised there was never any intent to have UN generators installed on site permanently. The initial generators were installed “on loan” to assist the landlord with the immediate repairs and to provide security lighting for UNMIL staff members who began to move into the property as early as December 2003. He stated it was fully understood that the Committee would have to purchase its own generators once the loan to DPKO had been paid off. Insofar as the UN generators installed at Compound 2, UNMIL Official 2 stated he had nothing to do with this decision. At the time he was out of the Mission on medical leave and upon his return someone had authorized the installations. When questioned directly, he stated he did not know if this authorization had been provided by UNMIL Official 1. He did, however, comment that he advised UNMIL Official 1 not to be a member of the Tenants Committee at Compound 1 because of what was perceived to be a close association with the landlord, i.e., that both UNMIL Official 1 and the landlord are the same nationality. UNMIL Official 2 advised that UNMIL Official 1 did not follow his recommendations and that he was in fact a member of the Compound 1 Tenants Committee upon its inception.

41. With regards to UNMIL fuel being provided to Compound 1, UNMIL Official 2 acknowledged that other staff members approached him to complain how they felt it was an unfair. Senior UNMIL management subsequently held meetings on the matter and agreed it was only fair to provide UNMIL fuel to other staff members.

VI. FINDINGS

UN Generators

42. In September 2003 UNMIL was established by UN Resolution 1509. This was the same month that UNMIL Official 2 provided a local businessman with a Letter of Intent to lease Compound 1. The Letter noted that UNMIL intended to provide all power generation services.

43. Prior to the establishment of MORSS, UNSECOORD policies in relation to residential security were covered under MOSS. Applicable residential security (MOSS) provisions in 2003 were limited to generators only for emergency lighting and communications.

44. Upon review of invoices from the UNMIL Generator Unit, two 100 KVA generators were installed in October 2003. A 36 KVA generator was installed on January 10, 2004 to provide a back up communication system for senior UNMIL staff. This specific installation meets the requirements of both the MOSS and Security Phase operations of UNMIL and in fact, such provisions remain in place at Compound 1 today. There were no policy provisions, requests or UNSECOORD authorizations for the installation of UN generators capable of providing 24 hour amenities to the UNMIL staff members at either Compound 1 or Compound 2.

45. UNMIL Official 1's position is that Compound 1 was originally set up to be an office away from the office due to the potential of conflict in the center of the city wherein the UNMIL Headquarters were located. This assertion could fall in line with the standby communications requirements but nonetheless would not require generators capable of providing 24 hour electrical capabilities to an entire compound. His argument however loses significant credibility in that the Senior UNMIL Official at the time resided near the UNMIL Headquarters plus the fact that all UNMIL staff (other than those residing at Compound 1) were required to live on the south side of Monrovia (due to security concerns.) Notwithstanding any of this, UNMIL Official 2 has stated that it was common knowledge that the Compound 1 Committee would have to purchase its own generators once the loan to DPKO was paid back. This statement contradicts any assumption that the Compound was being set up as an office. The specific payment provisions also hold little weight as the funds borrowed from New York were merely an advance to the landlord of rental payments so that he could commence necessary repairs. The funds being deducted through MSA to repay DPKO were really nothing different than the monthly rent the Committee would have been paying the landlord all along if he had not requested an advance payment. The financial burden on the Committee in March 2004 in fact was no different that that of September 2004 and as such, there is little if any rationale to support the notion that the Committee could purchase their own generators once the loan to DPKO was paid off.

46. During the course of the ID/OIOS investigation UNMIL Official 2 and UNMIL Official 1 have both indicated it was the other one who authorized the installation of the generators at Compound 2. The circumstantial evidence of emails from the Generator Unit staff would seem to indicate that it was UNMIL Official 1's decision. Notwithstanding any of this, *if* there was any operational rationale to support the installation of full time generators in 2003, then UNMIL Official 2, should have

reassessed this decision in 2004. Final determinations on the generator issue however really become relevant upon review of the memorandum written by UNMIL Official 2 to UNMIL Official 1 on October 1, 2004. In the correspondence UNMIL Official 2 acknowledges that Compound 2 has two UN generators and as such feels that because of this “*disparity*,” Compound 1 should be provided another generator for the “*provision of services as indicated in the Agreement Letter*.” Acting within his official capacity of DOA, his memorandum has condoned the installment of generators to Compound 2 (in a staff compound to which there is clearly no operational requirement for full time generators) and contradicts any assumption that the Compound 1 Committee was ever really intent on purchasing its own generator(s.) Collectively the evidence adduced by the memorandum provides no operational requirements or rationale to support full time UN generators in either compound.

47. Other issues surrounding the UNMIL generators that are of concern focus on the aspect of maintenance. In both Compound 1 and Compound 2, non UN staff are providing daily maintenance on UNMIL assets worth over US\$140,000. Scheduled maintenance on the generators has amounted to US\$12,354.32, of which US\$1,476.99 was provided to the Compound 1 landlord’s (privately owned) generator.

48. Current MORSS policy also requires further examination of the generator issue. The Underlying Principle of MORSS standards dictate that 100% of the costs of determined residential security measures should be the responsibility of the Organization. In regards to generators MORSS policy states:

“Case Specific, where it may be shown that power failures are directly attributable to the security situation at a duty station, or have a direct bearing on the security of staff. In such cases, consideration should be given to the hiring or purchase of basic home generators. Such generators should be capable of basic power for the provision of emergency lighting for the house. In cases where this was approved, the maintenance and fuel would be the responsibility of the staff member.”

49. Once again, current UNSECOORD guidelines only allows for the consideration of generators for the provision of emergency lighting for the house. It does not provide authorization for 24 hour amenities and in fact also notes that maintenance and fuel are the responsibility of the staff member. The current operating procedures in UNMIL however provide for a monthly fuel allowance rather than the hiring or purchase of basic home generators. The policy in place (as authorized by UNSECOORD) seems to contradict UNSECOORD’s own guidelines. There appears to be little doubt that the intent of the policy was to address security requirements in a duty location where power is supplied, but subject to interruption. What case by case provisions are to be provided in a country where there is no electrical grid is not specifically addressed by the MORSS guidelines. What does remain clear however is that current MORSS policy provides that *approved* security measures are to be born entirely by the Organization and that such measures, in the case of generators (specifically excluding fuel and maintenance costs), would be limited to the provision of *emergency* lighting only.

Approved UNMIL MOSS/MORSS Policy

50. UNSECOORD policy for both MOSS and MORSS emphasizes that *approved* security provisions are the *Minimum Operating Standards*. Upon review of UNMIL MOSS/MORSS standards (as approved by UNSECOORD) the words “*should be installed/provided..., should if necessary..., it is suggested..., it is recommended...*”; contradict the most basic intention and application of MOSS/MORSS. A minimum standard cannot be left open to such interpretation when the validity of insurance claims, the safety of staff members and financial entitlements are of final consequence.

UN Fuel

51. Under the current SOFA agreement UNMIL International Staff members are entitled to fuel at tax and duty free prices. In December 2003, staff members at Compound 1 were immediately provided these provisions. It was not until the complaints of other UNMIL staff members that senior management extended this provision to others in August 2004. The perception of this issue tends to illustrate some of the concerns associated to Compound 1. Upon analysis, the decision to provide UN generators or UN fuel to the occupants of Compound 1 was never really brought into question and yet similar considerations were either never or at least not immediately provided to other UNMIL staff members (and only after they had complained). The same issues of perception can be argued in relation to the Lebanese landlords being provided electricity from UN generators using UN tax free fuel as negotiated through UNMIL Official 1. Why are these provisions not written directly into the contract? Why have the landlords not faced any increase in fuel prices? Why are there allegations that the landlords have breached their agreements in relation to the cost of fuel per dwelling? Not even withstanding the perception issue, Article 15 (a) of the Status of Forces Agreement notes that UNMIL has the right “*to import, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of UNMIL or for resale in the commissaries provided for hereafter.*” Businessmen earning a living in Liberia simply have no legal entitlement to the provisions or direct benefits of tax free fuel. As such, the negotiations to allow the provision of tax free fuel to the landlords have facilitated tax evasion on their part, notwithstanding a contravention of the Status of Forces Agreement by UNMIL.

Road Maintenance

52. Most of the witnesses advised that UN graders are seen throughout Monrovia doing road maintenance. As far as the roads adjacent to Compound 1 and Compound 2 are concerned, there are numerous military outposts in the immediate area which would support the need for road maintenance. While the ID/OIOS investigation could find no actual documentation in this regard, witnesses did confirm that UN graders, on occasion, had been seen within Compound 1 doing road maintenance. Notwithstanding the fact that the current lease agreement specifies that the landlord is responsible for all maintenance, UN assets are evidently at least occasionally being used.

Other Issues

53. The Head of Engineering stated that the helicopter pad in Compound 1 was authorized in case of the need to evacuate personnel. MOSS/MORSS provisions however do not support this argument as the construction of helicopter pads are authorized to provide for the emergency evacuation of staff from office premises only. UNMIL Official 1's argument in this regard was that Compound 1 was originally set up to be an office away from the office. Notwithstanding what weight this argument actually provides, it was recognized by ID/OIOS that the Force Commander resides at Compound 1 and as such would have the operational requirements for immediate access to UN helicopters.

54. The quality of the Issue and Handover Vouchers issued by the UNMIL generator unit raises concern, as do matters expressed by staff members who have UN assets assigned to their inventory when they never requested them. It seems evident that applicable policy is not being followed by members of the Unit. Such infractions can be indicators of any number of things including fraud, mismanagement, laziness and/or excessive demands on staff.

55. While several parties welcomed the UNMIL Finance Official as the Treasurer of Compound 1, he has in fact placed himself in a conflict of interest position. Each month the Treasurer of the Compound 1 Tenants Committee authorizes payment of UNMIL fuel deliveries utilized on site. There is however a clear conflict of interest.

56. Numerous tenants of the Compound 1 Committee requested an audit of the books to ensure financial aspects of the lease agreement were being kept above board. While ID/OIOS investigators recognize the relevance and importance of this request, it must be remembered that Compound 1, the Compound 1 Tenants Committee and the associated lease between the two parties are not components of the United Nations and therefore any such audit is not the responsibility of the Organization.

57. One of the inherent problems behind the allegations and any future resolution focuses on the application of United Nations Staff Rule 101.2 (n) (Conflict of Interest). With the exception of the former Senior UNMIL Official, all senior UNMIL Staff and the majority of department/section heads (i.e. Engineering/Generators and Finance) reside in Compound 1. The ID/OIOS investigation has established that the Compound 1 and Compound 2 Tenants Committees are in fact indebted to the Organization for the depreciation costs for over US\$278,085 worth of UN generators and US\$12,354.32 in maintenance costs. If the Organization is to seek reimbursement for these losses other factors would have to be considered including adjustments for *approved* security allowances and even more importantly, under just what provisions should reimbursement be sought against current and new occupants of the compounds as compared to the numerous former occupants who are no longer UNMIL or possibly even UN staff members? As is evident, any decision to enforce compensation to the Organization cannot be made by UN staff members residing in either Compound 1 or Compound 2 without invoking the provisions of UN Staff Rule 101.2 (n.)

VII. CONCLUSIONS

58. Due to the years of internal conflict, there is no electrical power grid within Liberia. All electrical power is as such supplied by generator. A person's quality of life in a war torn country such as Liberia is influenced ultimately by a reliable supply of electricity and in essence, by the high cost of fuel and maintenance to keep generators operating.

59. The ID/OIOS investigation acknowledges that working conditions in Monrovia in September 2003 were insecure but also notes that whatever limited considerations can be given to setting up official operations in Compound 1, or which might have originally been used to justify the installation of UN generators running 24 hours a day with the capacity to provide full electrical amenities to a component of 80 – 100 staff members, they cannot be legally supported now, or indeed as of last year.

60. The ID/OIOS investigation indicates a manipulation of United Nations policies on the part of UNMIL Official 1 and UNMIL Official 2 to provide staff members the significant benefit of utilizing UN generators cost free 24 hours a day for the provision of all amenities. If there was any rationale to support the installation of UN generators for office provisions in 2003, both UNMIL Official 1 and UNMIL Official 2 failed in their responsibilities to re-assess these requirements in 2004. This is further evident by UNMIL Official 1's decision, as later condoned by UNMIL Official 2, to install UN generators to Compound 2, a location in which there was absolutely no *operational* requirements for UN generators. Further manipulation of policy and the Status of Forces Agreement by UNMIL Official 1 has facilitated tax invasion on the part of investors working in Liberia. A limited breach of UN assets in the provision of road maintenance by unknown staff members has also provided personal benefit to UN staff members and the private Landlord of Compound 1.

VIII. RECOMMENDATIONS

61. In view of these findings of this investigation, ID/OIOS recommends the following:

Recommendation 1: It is recommended that all electrical services provided to non-UN staff members by means of UN generators be ceased immediately. (ID Rec. No. IV04/412/01)

Recommendation 2: It is recommended that DPKO take the appropriate action in relation to the conduct of UNMIL Official 1. (ID Rec. No. IV04/412/02)

Recommendation 3: It is recommended that DPKO take the appropriate action in relation to the conduct of UNMIL Official 2. (ID Rec. No. IV04/412/03)

Recommendation 4: It is recommended that DPKO and the UNMIL Welfare Committee discuss options on how to resolve the misappropriation of UN generators by

the removal of these assets from Compound 1 and Compound 2 or by the establishment of an appropriate deduction of the resident staff members MSA allowance. (ID Rec. No. IV04/412/04)

Recommendation 5: It is recommended that DPKO review the issue of the depreciation and maintenance costs of UN assets utilized at Compound 1 and Compound 2 and the implementation of a fair and appropriate system of reimbursement of funds to UNMIL. (ID Rec. No. IV04/412/05)

Recommendation 6: It is recommended that the UNMIL Generator Unit review UN procedures to ascertain if non-UN staff members are authorized to provide daily maintenance on UN assets. (ID Rec. No. IV04/412/06)

Recommendation 7: It is recommended that UNMIL Management perform an audit of the UNMIL Generator Unit to assess its compliance with UN Rules and Regulations. (ID Rec. No. IV04/412/07)

Recommendation 8: It is recommended that UNMIL Finance Officer rectify his current conflict of interest situation. (ID Rec. No. IV04/412/08)

Recommendation 9: It is recommended that staff members residing at Compound 1 and Compound 2 be provided their full entitlements in relation to secure lighting costs, UN fuel allowances and other approved MORSS provisions. (ID Rec. No. IV04/412/09)

Recommendation 10: It is recommended that DPKO review the implementation of the MOSS and MORSS guidelines to ensure their Minimum Standards are just that and not subject to various interpretations. (ID Rec. No. IV04/412/10)