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**UNITED NATIONS**

**Office of Internal Oversight Services  
Investigations Division**

**REDACTED  
REPORT OF INVESTIGATION**

**ID CASE NO. 0504/05**

**07 December 2005**

**INVESTIGATION INTO ALLEGED THEFT OF THE UNITED NATIONS FOOD RATIONS BY TWO SENIOR OFFICERS OF MEMBER STATE 1 AVIATION UNIT IN UNMIL, LIBERIA.**

**I. INTRODUCTION**

1. On 10 October 2005, Senior Official of UNMIL requested the assistance of ID/OIOS in an investigation of an alleged theft of UN-provided food rations by members of the Member State 1 Aviation Unit (hereafter referred to as MS1AU). ID/OIOS Investigators determined that this case was triggered by information received from a source requiring protection from disclosure and hereafter referred to as CS 1016.

2. Military Police Investigator informed ID/OIOS that on 14 September 2005, CS 1016 reported to UNMIL Military Police (hereafter referred to as MP) the theft of UNMIL food rations and sale to a local vendor. CS 1016 alleged that there were two military contingents involved in this activity. One of those contingents was the MS1AU; the second contingent will be addressed in a separate report. CS 1016 agreed to co-operate with investigators and supply them with information that would facilitate the arrest of individuals involved in the illegal UN food ration sales.

4. As a result of the information provided by CS 1016 the MP and UNMIL Security Special Investigation Unit (hereafter referred to as SIU Security) formed a joint investigation team (hereafter referred to as MP/SIU team) that was tasked with the investigation of those allegations. On 7 October 2005, the MP/SIU team commenced covert surveillance of the food delivered by Vendor. On 10 October 2005, the team received information from CS 1016 that there was a planned theft and resale of UN food rations. CS 1016 identified the trucks that would be targeted and they were immediately placed under surveillance. CS 1016 informed the team that those three trucks were carrying food intended for the MS1AU and Member State 2 Battalion, which both were deployed in the vicinity of the Roberts International Airport (hereafter referred to as RIA). After food deliveries at MS1AU and Member State 2 Battalion were completed, the MP/SIU team stopped the Vendor truck and on inspection found food items in this vehicle. The MP/SIU team detained Employee 1 (driver of the Vendor truck), Vendor Employee 2 (Vendor truck assistant) and Local Vendor.

5. After the initial interviews were completed the allegations centered on Military Officer 1 and Military Officer 2, both senior officers serving with the MS1AU. The two officers allegedly created a scheme in which they managed to steal and then sell to local vendors UN-issued food rations.

**II. BACKGROUND INFORMATION**

6. Between 1989 and 2003, the civil war in Liberia claimed the lives of almost 150,000 people, mostly civilians, and led to a complete breakdown of law and order. It displaced scores of people, both internally and beyond the borders, resulting in some 850,000 becoming refugees in the neighbouring countries. In August 2003, a comprehensive peace agreement ended 14 years of civil war and prompted the resignation of former president Charles Taylor, who was exiled to

Nigeria. The United Nations Mission in Liberia (UNMIL) was established by Security Council resolution 1509 of 19 September 2003 in order to support the implementation of the ceasefire agreement and the peace process. As of 30 September 2005, the strength of UNMIL is 15,974 uniformed personnel, including 14,674 troops and 207 military observers; 1,093 police supported by 556 international civilian personnel, 826 local staff and 442 United Nations Volunteers.

7. The Government of Member State 1, based on a Memorandum of Understanding signed with DPKO on 20 September 2004 (hereafter referred to as MOU), contributes to the peacekeeping operations of UNMIL with an Aviation Unit of 300 personnel, which is deployed at the RIA in Monrovia.

### III. APPLICABLE LAW

8. Agreement between Liberia and the United Nations Concerning the Status of the UN Mission in Liberia (hereafter referred to as the SOFA) dated 06 November 2005:

*a) Paragraph 29 – Military personnel of national contingents assigned to military component of UNMIL shall have the privileges and immunities specifically provided for the present Agreement.*

*b) Paragraph 51.b. – Military members of military component of UNMIL shall be subject to the executive jurisdiction of their respective participating states in respect of any criminal offences which may be committed by them in Liberia.*

9. Member State 1 Criminal Code:

*The Member State 1 Criminal Code provides for criminal sanctions for conduct such as here alleged.*

*b) Paragraph 191 Misappropriation, embezzlement or conversion of property by malversation (through abuse of authority)*

*Article 1. Misappropriation or embezzlement of somebody else's property by a person to whom it was entrusted, shall be punishable by a fine up to 50 tax-free minimum incomes, or correctional labour for a term up to two years, or restraint of liberty for a term up to four years, or imprisonment for a term up to four years, with or without the deprivation of the right to occupy certain positions or engage in certain activities for a term up to three years.*

*Article 3. Any such actions as provided for by paragraph 1 or 2 of this Article, if repeated or committed by a group of persons upon their prior conspiracy, shall be punishable by restraint of liberty for a term of three to five years, or imprisonment for a term of three to eight years, with the deprivation of the right to occupy certain positions or engage in certain activities for a term up to three years.*

*c) Paragraph 364 Abuse of Authority or Office*

*Article 1. Abuse of authority or office, that is a wilful use of authority or official position contrary to the official interests by an official for mercenary motives or other personal benefit or benefit of any third persons, where it caused any substantial damage to legally protected rights, freedoms and interests of individual citizens, or state and public interests, or interests of legal entities, shall be punishable by correctional labour for a term of up to two years, or arrest for a term up to six months or restraint of liberty for a term up to three years, with a deprivation of the right to occupy certain positions or engage in certain activities for a term up to three years.*

10. *Code of Conduct for Blue Helmets in Peacekeeping Operations provides:*

*6. Properly care for and account for all United Nations money, vehicles, equipment and property assigned to you and do not trade or barter with them to seek personal benefits.*

11. *Criminal Code of Liberia:*

*The Liberian Criminal Code provides for criminal sanctions for conduct such as here alleged.*

*Article 15.51 Theft of Property - A person is guilty of theft if he:*

*(a) Knowingly takes, misappropriates, converts, or exercise unauthorised control over, or makes an unauthorised transfer of an interest in, the property of another with the purpose of depriving the owner thereof;*

*(b) Knowingly obtains the property of another by deception or by threat with the purpose of depriving the owner thereof or purposely deprives another of his property by deception or by threat, or*

*(c) Knowingly receives, retains or disposes of property of another which has been stolen, with the purpose of depriving the owner thereof.*

#### **IV. METHODOLOGY**

12. Between 19 October and 05 November 2005, ID/OIOS Investigators conducted an investigation into the allegations as provided by Senior Official. These inquiries included, but were not limited to, collection and analysis of all available information and documents, interviews with national and international staff of UNMIL and the staff of Vendor, a contractor that supplies food for UNMIL, and others with knowledge relevant to the case, including CS 1016. On 28 October 2005, ID/OIOS Investigators accompanied by Military Police, Security and various UNMIL experts carried out an inspection at the MS1AU headquarters to collect additional information. Subsequently, ID/OIOS Investigators interviewed Military Officers 1 and 2 in order to give them the opportunity to provide explanations with regard to the allegations and to comment on the evidence.

## V. INVESTIGATIVE DETAILS

### A. Inquiry into an alleged theft of UN food rations by MS1AU senior military personnel:

13. ID/OIOS interviewed Military Police Investigator, who was in charge of the MP investigators within the MP/SIU investigation team. Military Police Investigator stated that as soon as he received information from CS 1016 about the planned theft of the UN food rations, the MP/SIU team immediately placed under surveillance three Vendor trucks and at the same time the MPs set up a checkpoint on the road leading from Monrovia to the RIA.

14. Shortly after the transaction between the MS1AU military personnel and the local vendor was completed, Vendor trucks moved to the Member State 2 Battalion camp to offload the food rations for Member State 2 Battalion. At the Member State 2 Battalion camp, Local Vendor arranged for the food he had purchased from MS1AU to be placed on Vendor truck 1. CS 1016 observed these activities and relayed the information to investigators. At approximately 11:00 hrs, the Vendor truck was stopped and searched by the MP personnel at the Checkpoint. Although the vehicle should have been empty it was found to contain various food items to the value of US\$1,615.55. The MP photographed the contents of the truck and secured the vehicle. They also detained Vendor Employee 1, Vendor Employee 2, and the Local Vendor.

15. During the interviews with Vendor Employee 1, Vendor Employee 2, and Local Vendor, it was established that Military Officers 1 and 2, two Member State 1 senior military officers, were involved in theft of the UN food and its subsequent sale. Local Vendor admitted buying the food from Military Officer 2 and paying him US\$600. Military Officer 1 and Military Officer 2 were brought to the Member State 3 Military Police Headquarters in Monrovia (hereafter referred to as MP HQ) for interview. Whilst Local Vendor and Vendor Employee 1 positively identified Military Officers 1 and 2, both officers denied any involvement in the theft or sale of UN food rations. During the interview, Military Officer 1 stated that he was in possession of US\$200, however during a search of his possessions, MP's discovered US\$120 and US\$230 hidden in his right shoe and US\$43 in his wallet. Military Officer 1 explained this discrepancy by saying that the money belonged to him, they did not come from the sale of the food to Local Vendor and he had simply forgotten to declare it.

16. Military Police Investigator further stated that whilst at MP HQ Military Officer 2 asked Local Vendor to change his statement, promising him the return of US\$600 that he had paid for the food. Local Vendor refused and reported the offer to the MPs. In his statement Military Officer 2 admitted that he had offered Local Vendor his money back, but did so in order to calm the situation. All military personnel and Liberian nationals were released after their interviews were completed.

17. During an interview with ID/OIOS investigators, CS 1016 stated that he had personal knowledge of the theft of the UN food rations and its re-sale to local vendors by MS1AU personnel and provided ID/OIOS Investigators with details related to the following MS1AU cases:

- i. Sometime in August 2005 Local Vendor had purchased food from the MS1AU food officer. The Member State 1 food officer signed the Vendor Delivery Note

acknowledging receipt of the entire consignment, even though a significant portion of the consignment was sold to Local Vendor.

ii. Later in August 2005, a convoy of three Vendor trucks containing dry food, frozen food and fresh food arrived at the MS1AU base. Local Vendor together with Military Officer 2 of Member State 1 went through the food delivered to the MS1AU and selected the items that were available for Local Vendor to purchase. When the deal was done, Military Officer 2 approached the drivers and asked them to help Local Vendor to transport the food outside of the MS1AU camp. None of the drivers agreed to participate in this deal because they were afraid of losing their jobs. (NOTE: ID/OIOS learned from Vendor employee 3, Vendor transport manager, that since July 2005, he has dismissed several Vendor national staff for their participation in the re-sale of Vendor food rations). The MS1AU personnel then removed all the food from the trucks and placed it into the MS1AU food storage container. This deal was not completed only because Local Vendor did not have available transport for this food.

iii. In early September 2005, the food officer of Member State 1 sold food to a local vendor (name unknown), and two Vendor drivers received some food items as payment for their role in transporting the food from the MS1AU camp to the Local Vendor.

18. On 10 October 2005, CS 1016 learned that a food ration sale was planned at the RIA and telephoned the investigators to provide this information. CS 1016 advised the investigators that Local Vendor and Military Officer 2 again selected certain food items on the Vendor trucks for Local Vendor to purchase for the purpose of resale. The selected food items for Local Vendor were left on the trucks, while the remaining food was moved to the MS1AU food storage facilities. CS 1016 also advised that none of the food items scheduled to be delivered to the Member State 2 Battalion were sold to Local Vendor, as all those food rations were offloaded at the Member State 2 Battalion base. CS 1016 also stated that Local Vendor and the Vendor drivers made arrangements so that all the food items bought from the MS1AU would be placed onto a truck driven by Vendor Employee 1 of Vendor Truck 1. This arrangement was done after Member State 2 Battalion personnel offloaded their food from the Vendor trucks. CS 1016 provided details of Vendor Truck 1 to the investigators for their action.

19. ID/OIOS Investigators interviewed Vendor Employee 4, Vendor warehouse supervisor. He indicated that on 14 September 2005 he learned about an alleged food theft related to one of the UNMIL military contingents. He informed his own direct supervisor, Vendor Employee 3. Vendor Employee 3 stated that since July 2005 when he took over the job as Vendor transport manager he dismissed a number of Vendor drivers, because they were suspected of stealing and selling Vendor food items on the local market. Vendor Employee 3 confirmed to the ID/OIOS that in September 2005, he reported a case related to one of the UNMIL military contingents to UNMIL and requested an investigation. As the result of his request, on 10 October 2005, UNMIL MPs successfully uncovered the illegal sale of UN food by two Member State 1 military officers and several Vendor staff.

20. ID/OIOS Investigators interviewed Local Vendor, who stated that he is a student in Monrovia and works as a vendor selling food to make a living and to support his family. He stated that he met Military Officer 2 of the MS1AU at the RIA in June 2005 for the first time when Local Vendor was searching for food to re-sell. Military Officer 2 gave Local Vendor his

phone number so that they could be in contact if any food was available for sale. Sometime in August 2005, Local Vendor made the first transaction with Military Officer 2. Local Vendor called Military Officer 2 and they agreed that he would come to the MS1AU camp and purchase the food from MS1AU. Local Vendor dealt only with Military Officer 2, since none of the other Member State 1 military personnel that he saw at the MS1AU base spoke English. Military Officer 2 would select the food items for Local Vendor who would then pay him for this food in US Dollars. Local Vendor could not recall how much he paid for the food during this first large transaction. He stated that he would call Military Officer 2 from time to time in order to see if the MS1AU had food items for sale. Local Vendor recalled having telephone contact with Military Officer 2 on 9 October 2005 when he learned that he would be able to buy some food from the Vendor delivery planed for 10 October 2005.

21. As agreed, on the morning of 10 October 2005, Local Vendor arrived at the MS1AU base and Military Officer 2 escorted him inside the camp. When the Vendor trucks arrived, Military Officer 2 selected the food that was available for the sale and Local Vendor agreed as to what he would buy. Local Vendor was to pay Military Officer 2 US\$700 for the selected food, but Military Officer 2 gave him back US\$100 and asked him to pay the drivers for arranging the transport of the food out of the MS1AU camp. Local Vendor arranged with the Vendor drivers that the food would be put onto Vendor Employee 1's truck. Shortly after they left the Member State 2 Battalion, UNMIL MPs stopped the truck. It was searched and all those found on the truck (Local Vendor, Vendor Employee 1 and Vendor Employee 2) were detained and escorted to the MP HQ in Monrovia.

22. Local Vendor admitted buying the food from Military Officer 2 on four occasions, with two of those being large purchases. Local Vendor stated that he had never bought any food from Member State 2 Battalion, and that all the food found by MPs on the truck originated from the Member State 1 contingent. Local Vendor also confirmed to ID/OIOS that Military Officer 2, while waiting at the MP HQ, tried to persuade him to withdraw his statement suggesting that he should say that the MS1AU gave him the food for humanitarian reasons free of charge. Local Vendor refused to co-operate with Military Officer 2 and reported this incident to the MPs. Local Vendor added that he used his mobile telephone for contacts with Military Officer 2 and that he did not know Military Officer 1. Local Vendor maintained that he did not know that the UN food sales were illegal and stated that he did not want to get involved in any illegal activities again.

23. ID/OIOS Investigators interviewed Vendor Employee 1, a Vendor truck driver. Vendor Employee 1 confirmed that on 10 October 2005 he saw Local Vendor inside the MS1AU base with Military Officer 2. Vendor Employee 1 enquired from Local Vendor as to what he was doing there. Local Vendor told him that he came to buy food from the Member State 1 unit. Vendor Employee 1 saw Local Vendor and Military Officer 2 going through the food in the three trucks and Military Officer 2 was negotiating what to sell to Local Vendor. When the delivery was completed, Vendor Employee 1 enquired from Military Officer 2 about the items that were left behind on the truck. Military Officer 2 replied that Local Vendor had purchased the items. Vendor Employee 1 left for his delivery to Member State 2 Battalion and a short while later Local Vendor arrived on one of the Vendor delivery trucks. Local Vendor asked Vendor Employee 1 to deliver his purchases somewhere along the route and that he would pay the drivers \$100 US dollars. Local Vendor gathered his food, which he had purchased from MS1AU and placed it on Vendor Employee 1's truck.

24. ID/OIOS Investigators interviewed Vendor Employee 2, Vendor truck assistant. Vendor Employee 2 confirmed that on 10 October 2005 he saw Local Vendor with Military Officer 2 at the MS1AU camp. Military Officer 2 and Local Vendor were in the trucks discussing what food items could be sold. Vendor Employee 2 learned from Local Vendor that he had received a call from the Member State 1 unit that they would sell some food. Later on, Vendor Employee 2 learned from Local Vendor that he had given Military Officer 2 money for the food, but Vendor Employee 2 did not see the actual handover of the money. Vendor Employee 2 stated that Military Officer 2 asked him to help Local Vendor to drive the food items out of the MS1AU camp, but Vendor Employee 2 informed Military Officer 2 that he was not the driver and directed him towards Vendor Employee 1. Shortly after, Military Officer 2 asked Vendor Employee 2 for the Vendor Delivery Notes. He went with them to one of the offices and brought them back signed as if all the food was received. Subsequently, at the Member State 2 Battalion, Vendor Employee 2 learned that Local Vendor gathered the purchased food items together and placed it in the vehicle driven by Vendor Employee 1. Both Vendor Employee 2 and Vendor Employee 1 confirmed that Local Vendor did not buy any food from the Member State 2 Battalion.

25. ID/OIOS Investigators interviewed Officer of the UNMIL Receiving & Inspection Unit (hereafter referred to as the R&I) and Staff Member, R&I inspector. Officer explained that the food is inspected at the Vendor warehouse in Monrovia and sealed by the R&I inspectors. It becomes the property of the UN only after delivery to the contingents and when the contingent food officer signs the Vendor Delivery Note. Mr. Mason confirmed that on 08 October 2005, he personally inspected and checked the food items for the MS1AU and sealed them on pallets. He then signed three copies of the Vendor Delivery Notes, as required.

26. ID/OIOS Investigators clarified the status of the food rations with Senior Legal Adviser, UNMIL. He confirmed that the food became the property of the UN from the moment it was delivered to the contingent and the contingent representative signed the Vendor Delivery Note.

27. ID/OIOS and MP investigators interviewed the Commander of the MS1AU. Commander stated that he left the MS1AU camp on 10 October 2005 at approximately 08:00 hrs, as he had to attend an urgent matter and said that he only returned to the MS1AU base on 11 October 2005. Commander indicated that he did not believe that his officers would get involved in any illegal activities in Liberia and that since the food was on the Vendor truck, it was not found on the premises of MS1AU. Further, in his view, as the MP did not stop the truck right after it left the MS1AU, the food might not have been from the MS1AU but could have come from the other contingents. He stated that he had no prior knowledge of the alleged food rations sales by Military Officer 2 and Military Officer 1.

28. ID/OIOS Investigators interviewed UNMIL SIU Investigator, who was in charge of the undercover surveillance operation on 10 October 2005, who stated that the surveillance started at approximately 06:50 hrs. Four teams comprising MP and SIU Security officers kept surveillance on the three Vendor trucks from the time they departed the Vendor warehouse in Monrovia until their arrival at MS1AU at the RIA. The surveillance teams positioned themselves in the area of the RIA, so that they had unobstructed view of the area at all times. SIU Investigator was located at the parking lot of a restaurant, approximately fifteen meters from the road. He had a clear view of the road and saw the Vendor vehicles as well as other military vehicles coming and leaving the MS1AU and the Member State 2 Battalion camps. He was telephoned by CS 1016 and



informed of movement of Vendor truck 1 with the stolen food. SIU Investigator observed the truck from the time it left the Member State 2 Battalion camp until the checkpoint where the vehicle was stopped by MPs. He excluded the possibility that food would be offloaded and/or loaded on this truck between the Member State 2 Battalion and the MP checkpoint.

29. ID/OIOS and MP/UNMIL investigators interviewed Military Officer 2 who was given the opportunity to answer to the allegation related to his involvement in the theft and sale of the UN food rations to Local Vendor. Military Officer 2 stated that he did not know Local Vendor and he did not sell any food to him or anybody else. During the interviews with MP and SIU investigators, Military Officer 2 was questioned about the usage of his SIM card and he did not mention in his statements that his SIM card was lost. When interviewed by ID/OIOS he claimed that he had lost his SIM card on 08 October 2005, a day before Local Vendor called him to organize the transaction. When confronted with the phone record of Local Vendor's mobile telephone, which clearly shows calls between Military Officer 2 and Local Vendor telephones on 04 and 09 October 2005, Military Officer 2 answered: "*It appears to be my number. I do not know why Local Vendor would call me*". Military Officer 2 concluded that Military Officer 1 was responsible for the food rations in MS1AU and that he only translated for him, since Military Officer 1 did not speak English.

30. ID/OIOS and MP/UNMIL investigators interviewed Military Officer 1 of MS1AU. During this interview he was also given an opportunity to answer to the allegation related to his involvement in the theft and sale of the UN food rations to Local Vendor. Military Officer 1 stated that it was not allowed for anyone to sell UN food received for the sole consumption of the military contingent and indicated that every month the MS1AU military personnel take part in the briefings related to rules and procedures and that he personally received briefings from MS1AU Commander and Deputy Commander in relation to the proper conduct and dealings with the food rations. Military Officer 1 stated that he was personally responsible for the receiving and inspection requirements of all the food rations for the MS1AU. Military Officer 1 explained that he signs Vendor Delivery Notes and that his signature confirms that the MS1AU received the food declared in the Vendor Delivery Notes. He stated that on 10 October 2005 he inspected the food delivered by three Vendor trucks to the MS1AU and that he personally signed the Vendor Delivery Notes. He denied that he had stolen any of this food and sold it to Local Vendor. In his statement to the MP, Military Officer 1 admitted knowing Local Vendor by sight, as he had previously seen him in the MS1AU camp, but could not explain what in particular Local Vendor was doing inside of the MS1AU camp. Military Officer 1 denied that he would participate in any sales of UN food to local vendors. He stated that Military Officer 2 helped him to deal with the Vendor staff since he spoke English.

#### B. Inquiry into the telephone records

31. ID/OIOS investigators obtained telephone records for Local Vendor and Military Officer 2 from the local providers to determine whether there were communications between both parties. ID/OIOS Investigators reviewed these telephone records in order to establish the dates when the two individuals were in telephone contact. Due to technical problems of the local providers it was impossible to get all relevant records for the time period August – October 2005.

32. The available record for Local Vendor's telephone number (time period 03 and 13 October 2005) indicates that Local Vendor had three connected telephone calls with Military

Officer 2. Local Vendor telephoned Military Officer 2 twice on 04 October 2005 (at 09:51 – the call was connected for 12 seconds; at 12:04 hrs – the call was connected for 27 seconds) and once on 09 October 2005 at 17:47 hrs. The call on 09 October 2005 was connected for one and a half minutes. Records for Military Officer 2's telephone number (time period 14 and 20 October 2005) show that the user repeatedly called numbers belonging to other Member State 1 military officers, including the duty room. This clearly undermines the claim made by Military Officer 2, that he lost his SIM card around 08 October 2005.

C. Inquiry into the food entitlement for military personnel serving in UNMIL.

33. ID/OIOS Investigators interviewed Staff Member 2, UNMIL Supply Assistant –Rations Food Cell - in order to establish the volume of food rations allocated to military personnel serving with UNMIL. Staff Member 2 explained that Food Cell deals with provision of food for all military contingents in UNMIL and based on existing rules, which are prepared by the DPKO, each member of the military contingent is entitled to receiving daily rations in a certain financial sum. The contingents calculate the food entitlement for their unit by multiplying BOP by the strength of the contingent and the time period of 28 days. The Food Cell ensures that the unit does not exceed those financial limits, but has no influence on how much food is provided by DPKO.

34. UNMIL Senior Official, advised ID/OIOS that there are guidelines on the number of calories per day in the allowance provided to military personnel serving in UNMIL. Senior Official stated that the limit had previously been 6000 calories per day per person, but DPKO had sought to reduce this limit to 4800 calories a day. However, Senior Official indicated that any such reductions have to be reflected in the specific contracts and that the implementation of such changes usually takes time. Therefore, UNMIL military personnel, based on the existing contract with the Vendor, receive 6000 calories per day per person.

## VI. FINDINGS

35. It was established by the ID/OIOS that on 8 October 2005, Staff Member 1, UNMIL R&I Inspector, checked the quantity and quality of the rations that were to be delivered to the MS1AU. He sealed the items on pallets and signed Vendor Delivery Notes for this food. Local Vendor admitted to ID/OIOS that on 9 October 2005, he used his mobile telephone to call Military Officer 2 on his mobile telephone and they agreed to the sale of the UN food rations for the following day, 10 October 2005. Local Vendor admitted that this telephone conversation took place and his statement is also supported by Local Vendor's itemized telephone bill.

36. On 10 October 2005, in the early morning hours, food rations were loaded onto three Vendor trucks and driven to the MS1AU camp, which is located in the vicinity of the RIA. Military Officer 2, together with Local Vendor, went through all the food rations on these three Vendor trucks and Military Officer 2 identified the food available for sale. The items that were agreed upon between Military Officer 2 and Local Vendor were left on the trucks and subsequently transferred onto the Vendor truck (1) driven by Vendor Employee 1. Although the rations were not collected according to the Vendor Delivery Notes, Military Officer 1 signed the delivery notes and in doing so he took responsibility for the UN food being delivered in its entirety. Military Officer 1 admitted received training and instruction from his Commander with regards to the proper handling of food rations and admitted knowing that selling UN food rations

is against the rules and is illegal. Local Vendor admitted to ID/OIOS that he paid Military Officer 2 US\$700 for this stolen food, which in fact is valued at US\$1615.55. Military Officer 2 returned US\$100 to Local Vendor as payment for the Vendor drivers who were assisting in this illegal transaction.

37. Having received information about the planned theft and re-sale of the UN food, UNMIL MP and SIU Security placed undercover surveillance on the three Vendor trucks and closely monitored the illegal sale. Having been tipped off by CS 1016 at approximately 11:00 hrs, MP officers stopped Vendor truck 1 at the Checkpoint and discovered the stolen UN food. The MP officers seized the truck with the food and detained Vendor Employee 1 (driver), Local Vendor and Vendor Employee 2 (Vendor truck assistant). During the interview with MP, SIU and subsequently ID/OIOS investigators, all three admitted their involvement in this theft. Local Vendor also admitted previous purchases of the UN food rations from Military Officer 2.

38. Local Vendor admitted that Military Officer 2, when both men were brought to the MP HQ for interview, tried to persuade him to change his statement and instead claim that he received the food from the MS1AU free of charge for humanitarian reasons. Local Vendor also said that Military Officer 2 offered that he would return US\$600, which Local Vendor had paid for the UN food. Local Vendor reported this incident to the MPs.

## **VII. CONCLUSIONS**

39. This report does not rely only on testimony obtained from witnesses and the confidential source CS 1016, but also on documentary evidence. Steps to validate the statements of CS 1016 have been undertaken and coupled with the fact that he reported these illegal activities and then voluntarily participated in the undercover surveillance operation that led to the detention of those involved, clearly demonstrate his credibility.

40. It was established by ID/OIOS that circa August 2005, Military Officer 2 and Military Officer 1 established a joined criminal endeavour with the aim to steal food rations provided to the Member State 1 Aviation Unit by the United Nations. They engaged in this endeavour with Local Vendor, a local Liberian businessman to assist them with the sale of the food on the local market.

41. On at least four separate occasions, Military Officer 2 and Military Officer 1 misappropriated UN-owned food that was for the sole use of the MS1AU. Military Officer 1 and Military Officer 2 did so upon their prior conspiracy. These actions are in violation of Paragraph 191, Article 1, and 3 of the Member State 1 Criminal Code.

42. Military Officer 2 and Military Officer 1 made “wilful use of authority and their official position contrary to the official interests for mercenary motives or other personal benefit or benefit of any third persons”. These actions are in violation of Paragraph 364, Article 1 of the Member State 1 Criminal Code (Abuse of Authority or Office).

43. Military Officer 2 and Military Officer 1 violated the “Code of Conduct for Blue Helmets in Peacekeeping Operations”, by their failure to perform their official functions including to properly care for all United Nations property assigned to them and upon their prior conspiracy, sold UN-owned property for personal benefits.

44. Local Vendor, in the capacity as a food vendor, Vendor Employee 1 in the capacity of a Vendor truck driver, and Vendor Employee 2 in the capacity of a Vendor truck assistant, willingly participated in the activities that were illegal in their nature and were against the interests of the United Nations. They knowingly received property of the UN, which had been stolen and therefore their actions were in violation of Article 15.51. (c) Of the Liberian Criminal Code – Theft of Property.

### VIII. RECOMMENDATIONS

45. ID/OIOS offers the following recommendations:

Recommendation 1: It is recommended that DPKO refer this case to the Government of Member State 1 to ensure that appropriate action is considered against Military Officer 2 and Military Officer 1 and the results of such action be reported back to DPKO for passage to ID/OIOS. (ID Rec. IV05/504/01).

Recommendation 2: It is recommended that DPKO advise the Government of Member State 1 that based on the findings of the investigation, Military Officer 2 and Military Officer 1 will not be accepted for assigned to any current or future UN peacekeeping mission and that DPKO will consider whether to allow Member State 1 peacekeepers in UN missions. (ID Rec. IV05/504/02)

Recommendation 3: It is recommended that DPKO reviews the daily food ration allowance provided to military personnel in UNMIL, and other peacekeeping missions, to ensure that excess food rations are not supplied to military personnel that could lead to further theft and illegal sales of UN supplied food rations. (ID Rec. IV05/504/03)

Recommendation 4: It is recommended that UNMIL advise the contractor, Vendor Support Services Worldwide, of the evidence against Vendor Employee 1, and Vendor Employee 2 as identified in this report, and that neither person should be involved in any United Nations peacekeeping operation in the future. (ID Rec. IV05/504/04)

Recommendation 5: It is recommended that UNMIL advise all civilian and military staff as to the proper procedures in relation to handling and protection of UN assets, in particular food rations. (ID Rec. IV05/504/05)

Recommendations 6: It is recommended that DPKO consider the possibility of referring this matter to the appropriate local authorities for criminal prosecution with respect to the identified actions of Local Vendor, Vendor Employee 1, and Vendor Employee 2 in the theft of UN food. (ID Rec. IV05/504/06).

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