

January 2016 until 18 October 2016 - and subsequently received another contract which began on 10 April 2017 and was due to expire on 9 January 2018.

8. The Applicant claims to have made the Complainant's acquaintance in April 2016; he did not know that she was a private contractor at MINUSMA. She was proposing an intimate relationship and they had conversations which the Applicant recorded on 9 April 2016. At that time, he declined the Complainant's proposal of an intimate relationship.

9. He says that almost two years later, at the end of December 2017, he came across the Complainant again. This time he met her at his work place, the Main Operating Base in Bamako, when she was passing by his office. The Complainant says that this was the first time she met the Applicant

well-established standard of review as provided in *Sanwidi* 2010-UNAT-084 at para. 40:

[W]hen judging the validity of the Secretary-General's exercise of discretion in administrative matters, the Dispute Tribunal determines if the decision is legal, rational, procedurally correct, and proportionate. The Tribunal can consider whether relevant matters have been ignored

promised payment is currently under review. Neither party in the instant matter has cited as precedent a case of separation of a staff member for sexual exploitation of a colleague employed in the Organization.

29. In *Applicant* UNDT/2019/187 a case concerning allegations of sexual abuse and exploitation as well as harassment involving two staff members, the Tribunal observed at para. 78 that:

The Tribunal does not find a violation of staff rule 1.2(e), as it considers it applicable to sexual relations exploiting systemic inequality, such as between peacekeepers and local population, and particularly where transactional exchange is involved. Conversely, workplace relation between two

38. Having, from her account, just met the Applicant at their workplace for the first time in a casual encounter, he clearly had not had a role in the award of her prior contracts. There was no basis for a finding that she could have believed the Applicant had authority over her employment. It is clear on both accounts that he did not say he could find employment for her. He said if he heard of anything, he would let her know.

45. Accordingly, The Tribunal finds that the element of a relationship of trust that could have been abused by way of sexual exploitation was not proven by clear and convincing evidence before the Respondent decided on the sanction of separation.

Was there any basis for considering that sexual relations between the Applicant and

59. In these circumstances, there was information overlooked by the investigators and the Respondent which ought to have been considered since it showed that it was neither clear nor convincing that, if there was any exploitation, the Applicant was the exploiter.

Conclusion

60. Sexual exploitation of persons in positions of vulnerability within local populations where United Nations Missions are located is a serious issue that cannot be tol

