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REPORT No. 2/20
CASE 12.915
FRIENDLY SETTLEMENT

ANGEL DIAZ CRUZ, ET AL.
MEXICO

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FRIENDLY SETTLEMENT REPORT
ANGEL DIAZ CRUZ, ET AL.
MEXICO¹
FEBRUARY 24, 2020

I. SUMMARY AND RELEVANT PROCEDURAL ASPECTS OF THE FRIENDLY SETTLEMENT PROCESS

1. On November 16, 2006, the Inter-American Commission on Human Rights (hereinafter “the Commission” or “IACHR”) received a petition from the Fray Bartolome de las Casas Human Rights Center (hereinafter “the petitioners”). The petition alleged the international responsibility of the Mexican State for the death of Angel Diaz Cruz (age 9), as well as for the injuries sustained by Ricardo Lopez Hernandez (age 11) and José Leonardo Lopez Hernandez. All the alleged victims were members of the Tzotzil indigenous people (hereinafter “the alleged victims”), which allegedly occurred on December 17, 2000, in the municipality of San Cristobal de las Casas, State of Chiapas, from an explosive device belonging to the Mexican Federal Army. The petitioners also alleged that these acts remain in impunity because the investigation was forwarded to the military courts and the perpetrators were not punished.

2. On July 12, 2013, the IACHR declared the petition admissible in Report No. 47/13 for the alleged violation of Articles 4 (right to life) and 5 (right to humane treatment) of the American Convention in relation to Article 1.1 of the said instrument to the detriment of Angel Diaz Cruz. The Commission also found the petition admissible with regard to Articles 5 (right to humane treatment), 8 (right to a fair trial) and 25 (right to judicial protection) of the ACHR, in connection with Article 1.1 of the said instrument, to the detriment of the surviving alleged victims and the relatives of all three alleged victims. In addition, it found the petition admissible based on the alleged violation of Article 19 (rights of the child) of the American Convention, to the detriment of Angel Diaz Cruz and Ricardo Lopez Hernandez.

3. The parties met on September 3, 2015 and signed a minute expressing their interest in reaching a friendly settlement agreement. In that document, the parties drew up a list of the alleged direct and indirect victims of the events. They also established the basis for the negotiations and claims regarding: a) the obligation to investigate the facts of the case; b) measures of satisfaction; c) productive project; d) symbolic reparation; e) measures of rehabilitation; f) guarantees of non-repetition; and g) financial compensation.

4. On January 28, 2016, the parties signed a Friendly Settlement Agreement (FSA) and the Commission has monitored its implementation. On September 24, at the working meeting facilitated by Commissioner Esmeralda Arosemena de Troitiño in her capacity as country rapporteur, the parties jointly requested the Commission’s approval of the FSA.

5. This friendly settlement report, pursuant to Article 49 of the Convention and Article 40(5) of the Rules of Procedure of the Commission, outlines the facts alleged by the petitioners and transcribes the friendly settlement agreement, which was signed on January 28, 2016, by the petitioners and representatives of the Mexican State. In addition, the agreement signed by the parties is approved and it is agreed to publish this report in the Annual Report of the IACHR to the General Assembly of the Organization of American States.

II. FACTS ALLEGED

6. The petitioners alleged that on September 17, 2000, the minor children Ricardo Lopez Hernandez (age 11) and Angel Diaz Cruz (age 9) went out to look for edible mushrooms, entering the “Rancho Nuevo” a military camp. The wire fence that marked the boundaries of the land was broken due to the constant foot traffic of people and grazing animals.

¹ Commissioner Joel Hernandez, a national of Mexico, did not participate in the consideration of the vote on this case of compliance with article 17 (2) (a) of the IACHR.

7. As alleged by the petitioners, the boys found a green object and believing that it was a toy they picked it up and took it with them. On their way home, they came upon Jose Leonardo Lopez Hernandez (age 18) and showed him the metal object they had just found. When Jose Leonardo tried to grab the object, it fell out of his hands, hit the ground and exploded. The “toy” turned out to be an anti-personnel rifle grenade owned by the Mexican State and used by the Mexican Army, as determined by the expert opinion of the Bureau of National Defense Factories.

8. According to the petitioners, the three victims were taken to the San Cristobal de Las Casas Regional Hospital, where they were admitted with serious injuries to various parts of their bodies. The minor child Angel Diaz was transported on September 18, 2000 to the Tuxtla Gutierrez Regional Hospital, where he died that same day. The brothers Ricardo and Jose Leonardo were taken to the Tuxtla Gutierrez Military Hospital where they remained for three months.

9. The petitioners alleged that, on September 17, 2000, the Office of the Deputy Prosecutor for Indigenous Justice opened Preliminary Investigation IA/01/518/00-09 against the brothers Jose Leonardo and Ricardo López Hernández, and against the minor Angel Diaz Cruz. On September 18, 2000 the Indigenous Public Prosecution Service forwarded the investigation to the Federal Public Prosecution Service [*Ministerio Público de la Federación*] (MPF) in San Cristobal de Las Casas, on the grounds that the facts of the case were related to explosive material intended solely for use by the Army.

10. According to the allegations, on September 19, 2019, a Federal Prosecutor from the Office of the Attorney General of the Republic (PGR) opened Preliminary Investigation SCL/I20/2000. On October 16, 2000, the MPF consulted with the deputy AG in Chiapas regarding jurisdiction. On October 18, 2000, authorization was given to forward the Preliminary Investigation to the Military Prosecution Service because it was deemed appropriate for the military authorities to hear and decide the case.

11. Finally, the petitioners stated that on October 25, 2000, the Preliminary Investigation was received by the office of the Military Prosecution Service attached to the 31st Military Zone and consolidated with Preliminary Investigation 31ZM/084/2000, which had been initiated by the military authority on September 19 of 2000. In that regard, criminal action was reportedly taken against Infantry Major Raul Anguiano Zamora of the 73rd Infantry Battalion based in San Quintin, Chiapas, as well as against Infantry Lieutenant Colonel Emilio Sariñana Marrufo. During the military criminal proceedings, the military authorities reportedly failed to notify the alleged victims and their families of the actions taken in the course of the investigations.

III. FRIENDLY SETTLEMENT

12. On January 28, 2016, the parties held a working meeting in Mexico, with the support of the Constitutional Governor of Chiapas. During this meeting, the parties signed a friendly settlement agreement. The text of the friendly settlement agreement is transcribed below:

FRIENDLY SETTLEMENT AGREEMENT

CASE OF ÁNGEL DÍAZ CRUZ, ET AL.

Entered into by and between: the United Mexican States, hereinafter “**THE MEXICAN STATE**,” represented by Mr. Roberto Rafael Campa Cifrian, Undersecretary of Human Rights, and by Ms. Sara Frene Herrerias Guerra, Head of the Human Rights Defense Unit, both of the Ministry of the Interior, hereinafter “**SEGOB**,” Ambassador Miguel Ruiz Cabañas Izquierdo, Undersecretary of Multilateral Affairs and Human Rights, and Dr. Erasmo Lara Cabrera, Director General of Human Rights and Democracy, both from the Ministry of Foreign Affairs, hereinafter the “**SRE**,” Mr. Juan Carlos Gomez Aranda, Secretary of Internal Affairs of the State of Chiapas, hereinafter the “**SG OF CHIAPAS**”; and Ricardo Lopez Hernandez and Jose Leonardo Lopez Hernandez, in their own right, as well as Cristina Reyna Cruz Lopez, in her own right and on behalf of Angel Diaz Cruz, hereinafter “**THE VICTIMS**,” Mr. Pedro de Jesus

Faro Navarro of the Fray Bartolome de las Casas Human Rights Center “FRAYBA,” appearing as the representative appointed by the victims, hereinafter referred to as “**THE REPRESENTATIVE**,” acting jointly, and referred to herein as “**THE PARTIES**.” Also appearing as an **Honorary Witness** is the Governor of the State of Chiapas, Mr. Manuel Velasco Coello.

REPRESENTATIONS

1. The SEGOB, through its representatives, states that:

1.1. It is a federal government agency under Article 90 of the Constitution of the United Mexican States; Articles 1, 26, and 27 sections VIII and X of the Federal Public Administration Act, and Article 1 of the Internal Regulations of the Ministry of the Interior (RISEGOB).

1.2. Under Article 27(VIII) and (XII) of the Federal Public Administration Act, its responsibilities include conducting the domestic policy of the Federal Executive that is not expressly assigned to another agency, as well as monitoring the compliance of the country’s authorities with constitutional provisions, especially with regard to human rights, and ordering the necessary administrative measures to that end.

1.3. The Undersecretary of Human Rights is authorized to sign this document, in accordance with Articles 2(A) (IV) and 6(XII) and (XVI) of the RISEGOB.

1.4. The Human Rights Defense Unit, in accordance with Articles 2(B) (VII) and 24(VI) and XI of the RISEGOB, is authorized to comply with the recommendations made by international organizations in the area of human rights whose competence, procedures, and decisions are recognized by the Mexican State.

1.5. The Human Rights Defense Unit, through the Trust for Compliance with Human Rights Obligations (“**TRUST**”), has sufficient resources to meet its obligations under this agreement.

1.6. Through agreement 1/7th Special Session of December 8, 2015, the Technical Committee of the Trust for Compliance with Human Rights Obligations authorized the execution of this agreement.

1.7. All matters concerning the Trust will be resolved under the Rules of Operation of the Trust for Compliance with Human Rights Obligations published in the Official Gazette of May 29, 2014, hereinafter the “**RULES OF OPERATION OF THE TRUST**.”

1.8. Its address for all legal purposes of this agreement is Dinamarca No. 84, Colonia Juarez, Delegación Cuauhtémoc, Código Postal 06600, México, Distrito Federal.

2. The SRE, through its representatives, states that:

2.1. Under Articles 10, 26, and 28(I) and (III) of the Federal Public Administration Act, it is a Federal Executive Branch agency responsible, *inter alia*, for promoting, fostering, and ensuring the coordination of the foreign policy of the Federal Executive Branch, as well as for participating in the international organizations to which the Mexican government belongs.

2.2. According to Article 8(III), (VIII) and (X) and Article 27(IV) and (VIII) of the Internal Regulations of the Ministry of Foreign Affairs, Ambassador Miguel Ruiz Cabañas Izquierdo, Undersecretary of Multilateral Affairs and Human Rights of the **SRE**, is authorized to represent the Ministry, to sign agreements that relate to the exercise of its powers and those of the administrative units under its charge, including receiving and processing complaints and grievances filed against the Mexican State before international human rights bodies, to

represent the Mexican Government in litigation or related proceedings, and to promote the necessary measures to resolve such complaints or grievances in accordance with the law.

2.3. Under Article 29(XI) of the Internal Regulations of the Ministry of Foreign Affairs, the Bureau of Human Rights and Democracy may receive and process complaints and grievances filed against the Mexican State before international human rights bodies, represent the Mexican Government in litigation or related proceedings, and promote the necessary measures to resolve such complaints or grievances in accordance with the law.

2.4. Its address for all legal purposes of this agreement is Avenida Juárez No. 20, Colonia Centro, Delegación Cuauhtémoc, Código Postal 06010, México, Distrito Federal.

3. The SG of Chiapas, through its representatives, states that:

3.1. The State of Chiapas is a free and sovereign state with legal personality and its own assets, in accordance with Articles 40, 41, first paragraph, 42, first section, 43, and 116 of the Constitution of the United Mexican States; 1, 2 and 36 of the Constitution of the State of Chiapas, which is an integral part of the Federation, and in which both state representation and the exercise of executive power are vested in the Governor of the State.

3.2. Mr. Juan Carlos Gómez Aranda, Secretary of Internal Affairs of the State of Chiapas, by virtue of his April 17, 2015 appointment by the Governor of the State of Chiapas, and under Articles 11 and 12(I) and (XXIV) of the Internal Regulations of the Office of the Secretary of Internal Affairs of the State of Chiapas, is authorized to execute this legal document.

3.3. Its address for all legal purposes of this agreement is Palacio de Gobierno, piso 1, Segunda Oriente Norte esquina S/N, Código Postal 29000, Tuxtla Gutiérrez, Chiapas.

4. THE VICTIMS state that:

4.1. Ms. **Cristina Reyna Cruz Lopez** Mexican, of legal age and is appearing in her own right. She identifies herself with voting credential No. [...] issued by the National Electoral Institute (formerly the Federal Electoral Institute) and confirms her relationship to Angel Diaz Cruz (deceased), identified with birth certificate [...].

Her address for all legal purposes of this agreement is [...].

4.2. Mr. **Jose Leonardo Lopez Hernandez** Mexican, of legal age, and is appearing in his own right. He identifies himself with voting credential No. 1[...] issued by the National Electoral Institute (formerly the Federal Electoral Institute).

His address for all legal purposes of this agreement is [...].

4.3. Mr. **Ricardo Lopez Hernandez** Mexican, of legal age, and is appearing in his own right. He identifies himself with voting credential No. [...] issued by the National Electoral Institute (formerly the Federal Electoral Institute).

His address for all legal purposes of this agreement is [...].

5. THE REPRESENTATIVE states that:

5.1. **FRAYBA** is a civil association, established under the laws of the United Mexican States, according to the terms of notarial instrument 6,620, volume 110, dated February 8, 1996, executed in the presence of Mr. Carlos Flores Gómez, head of Notary Public Office No. 62 of the State of Chiapas, with permit No. 09003456 from the Ministry of Foreign Affairs, file

9609003373, page 3,528, and registered in the Public Land Register under No. 7 of Book One, Section Three of the Las Casas Judicial District, on February 23, 1996, for an unlimited term.

5.2. In an Extraordinary Meeting of Members, held on May 14 and 15th, 2015 in San Cristobal de las Casas, **FRAYBA**'s Board of Directors appointed Mr. Pedro de Jesus Faro Navarro as Director of the Association. The minutes of the meeting were notarially recorded in instrument number 8,862, volume 161, notarized by Mr. Gildardo Rojas Cabrera, Notary Public No. 66 of the State of Chiapas.

5.3. The purpose of **FRAYBA** is, among other activities, to provide, in a spirit of solidarity and ecumenism, all types of assistance (legal, cultural, social, and economic) to individuals or groups of individuals who have been affected by the violation of one or more of their human rights, whether in the State of Chiapas or in another State of the Mexican Republic, and, secondarily, to individuals or groups of individuals experiencing hardships caused by these violations.

5.4. Its representative, Pedro de Jesus Faro Navarro, Mexican, of legal age, and is appearing in his own right. He identifies himself with voting credential No. [...] issued by the National Electoral Institute (formerly the Federal Electoral Institute).

5.5. He presents the following background:

- On November 16, 2006, **THE VICTIMS** filed a petition with the Inter-American Commission on Human Rights (**IACHR**) against the **MEXICAN STATE**, which was registered as petition No P-1266-06. The petitioners alleged the State's responsibility for the death of the minor child Angel Diaz Cruz and the injuries sustained by Ricardo Lopez Hernandez and Jose Leonardo Lopez Hernandez on September 17, 2000 in the El Aguaje community of the *éjido* [communal land] of La Albarrada, municipality of San Cristobal de Las Casas, State of Chiapas, due to the explosion of an anti-personnel rifle grenade owned by the Mexican State; The petitioners further alleged that these acts were met with impunity.
- The Mexican Army's presence in Chiapas has increased considerably since the armed uprising of the Zapatista Army of National Liberation (EZLN). This militarization resulted in widespread human rights violations against the population, with most of the perpetrators being members of the Mexican Army (Case 11.564 Gilberto Jimenez et al., La Grandeza; Case 11.411 Severiano and Hermelindo Santiz Gomez, Morelia Éjido; and Case 11.565 Ana, Beatriz and Celia Gonzalez Perez). Indigenous peoples were the ones most affected.
- The National Defense Ministry (SEDENA) established the 31st Military Zone on the property known as "Rancho Nuevo" in the municipality of San Cristobal de Las Casas, Chiapas, bordering mainly on the communities of El Aguaje, Mitziton, and San Isidro El Ocotol. The SEDENA designated Rancho Nuevo as a firing range and began to conduct exercises with grenades and similar explosive weapons. The inhabitants of El Aguaje used the land of the 31st Military Zone as a right-of-way, to collect edible mushrooms and firewood and to graze sheep.

Facts

- On September 17, 2000, the minor children Ricardo Lopez Hernandez (age 11) and Angel Diaz Cruz (age 9) went out to look for edible mushrooms, entering the "Rancho Nuevo" military camp. The wire fence that marked the boundaries of the land was broken due to the constant foot traffic of people and grazing animals.

- The boys found a green object, thought it was a toy, and picked it up and took it with them. On their way home, they came upon Jose Leonardo Lopez Hernandez (age 18) and showed him the metal object they had just found. When Jose Leonardo tried to grab the object, it fell out of his hands, hit the ground, and exploded. The “toy” turned out to be an **anti-personnel rifle grenade** owned by the Mexican State and used by the Mexican Army, as determined by the expert opinion of the Bureau of National Defense Factories.

- The three victims were taken to the San Cristobal de Las Casas Regional Hospital, where they were admitted with serious injuries to various parts of their bodies. The minor child Angel Diaz was transported on September 18, 2000 to the Tuxtla Gutierrez Regional Hospital, where he died that same day. The brothers Ricardo and Jose Leonardo were taken to the Tuxtla Gutierrez Military Hospital where they remained for three months.

The Mexican government’s **investigations** to establish the facts:

i. Civilian Courts

- On September 17, 2000, the Office of the Deputy Prosecutor for Indigenous Justice opened Preliminary Investigation IA/01/518/00-09 against the brothers Jose Leonardo and Ricardo Lopez Hernandez, and against the minor Angel Diaz Cruz. On September 18, 2000 the Indigenous Public Prosecution Service forwarded the investigation to the Federal Public Prosecution Service [*Ministerio Público de la Federación*] (MPF) in San Cristobal de Las Casas, on the grounds that the facts of the case were related to explosive material intended solely for use by the Army.

- On September 19, 2000, a Federal Prosecutor from the Office of the Attorney General of the Republic (PGR) opened Preliminary Investigation SCL/120/2000. On October 16, 2000, the MPF consulted with the deputy AG in Chiapas regarding jurisdiction. On October 18, 2000, authorization was given to forward the Preliminary Investigation to the Military Prosecution Service because it was appropriate for the military authorities to hear and decide the case.

ii. Military Courts

- On October 25, 2000, the Preliminary Investigation was received by the office of the Military Prosecution Service attached to the 31st Military Zone and consolidated with Preliminary Investigation 31ZM/084/2000, which had been initiated by the military authority on September 19. Criminal action was reportedly taken against Infantry Major Raul Anguiano Zamora of the 73rd Infantry Battalion based in San Quintin, Chiapas, as well as against Infantry Lieutenant Colonel Emilio Sariñana Marrufo. During the military criminal proceedings, the military authorities reportedly failed to notify the alleged victims and their families of the actions taken in the course of the investigations.

- On several occasions, the victims’ relatives and their representatives requested information from the military authorities regarding the legal status of the case, to no avail. Moreover, according to international human rights case law and standards, the military justice system is neither adequate nor suitable for this case, since the victims are civilians, as well as minors and indigenous Tsotsiles.

6. The MEXICAN STATE states that:

6.1. Since the armed uprising of the Zapatista Army of National Liberation (EZLN) in the

1990s, numerous individual petitions have been filed with the IACHR alleging human rights violations against indigenous people in the State of Chiapas. Some of those cases have resulted in the issuance of merits reports under the American Convention on Human Rights.

The Mexican State has responded to the situation by taking all necessary action to address those petitions and reports, in accordance with the applicable provisions, respecting at all times the rights of all persons and providing comprehensive reparation to the victims.

The signing of this friendly settlement agreement is itself a sign of the willingness and commitment of the Mexican State to address the petitions arising from the situation in Chiapas during the 1990s.

7. THE PARTIES, through their representatives, state that:

7.1. They mutually acknowledge each other’s legal capacity to act and appear at the execution of this friendly settlement **AGREEMENT**.

7.2. On November 16, 2006, **THE VICTIMS** filed a petition with the Inter-American Commission on Human Rights (**IACHR**) against the **MEXICAN STATE**, which was registered as petition No P-1266-06. The petitioners alleged the State’s responsibility for the death of the minor child Angel Diaz Cruz and the injuries sustained by Ricardo Lopez Hernandez and Jose Leonardo Lopez Hernandez on September 17, 2000 in the El Aguaje community of the *éjido* [communal land] of La Albarrada, municipality of San Cristobal de Las Casas, State of Chiapas, due to the explosion of an anti-personnel rifle grenade owned by the Mexican State; The petitioners further alleged that these acts were met with impunity.

7.3. On July 12, 2013, the **IACHR** issued Admissibility Report No. 47/13 in case No. 12.915 "Angel Diaz Cruz, et al., "deciding to admit the petition on the grounds that it refers to the alleged violation of Articles 4, 5, 8, 19, and 25 of the American Convention, in connection with Articles 1.1 and 2 of the same instrument, to the detriment of the victims and their next-of-kin.

7.4. They stipulate to the truth of the facts established by the **IACHR** in Admissibility Report 47/13, which constitute the factual basis of this **AGREEMENT**.

7.5. For purposes of this agreement and its annexes, the **MEXICAN STATE** in good faith recognizes the following persons as immediate relatives of **THE VICTIMS**:

Angel Diaz Cruz (+)	Ricardo Lopez Hernandez	Jose Leonardo Lopez Hernandez
Name Relationship	Name Relationship	Name Relationship
Cristina Reyna Mother López Cruz	Jose López Cruz Father	José López Cruz Father
Erika de Jesus Sister López Cruz	Celia Hernández Mother Gomez	Celia Hernández Mother Gómez
Blanca Laura Sister López Cruz	Juana María Spouse Gómez Ruiz	Celia Díaz Spouse Jiménez
	María de Jesus Sister López Hernández	José Gerardo

	Feliciano Brother López Hernández	Antonio	Son López Diaz
	Jonathan Ricardo López Hernández	Son	Juan Daniel López Diaz Son
	María Daughter López Gómez	Isabel	Laura Jenifer Daughter López Diaz
	Karla Anahi López López	Niece	Alan Enrique Son López Diaz
	Jorge Adrian López López	Nephew	María Karen Daughter López Diaz
	José Antonio López Ruiz	Nephew	
	Víctor Manuel López Ruiz	Nephew	
	Macedonio Brother-in-law Collazo	López	
	Sofia Ruiz Sister-in-law	Jiménez	

7.6. For the purposes of this agreement, the minors will be represented by their parents or guardians in keeping with the civil laws in force in the State of Chiapas.

7.7. It is their desire to settle Case 12.915 "Angel Diaz Cruz, et al." by friendly means, as follows:

CLAUSES

I. PURPOSE

Clause 1.1. Purpose of the AGREEMENT. The purpose of this **AGREEMENT** is to settle Case 12.915 *Angel Diaz Cruz et al.* by friendly means based on the acknowledgement of the facts underlying this **AGREEMENT** and the subsequent violations of **'THE VICTIMS'** human rights, as well as to determine the reparations that the **MEXICAN STATE** will provide to **THE VICTIMS**.

II. ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY

Clause 2.1. Acknowledgement of international responsibility. The **MEXICAN STATE** acknowledges that the events described are violations of Articles 4, 5, 8, 19, and 25 of the American Convention on Human Rights, in relation to Articles 1.1 and 2 of the same instrument, to the detriment of the alleged victims and their family members.

The **MEXICAN STATE** acknowledges that the violations set out in the above paragraph are attributable to it and give rise to its international responsibility as well as its obligation to

provide reparations to **THE VICTIMS**.

III. REPARATIONS

Clause 3.1. General obligations of THE PARTIES with regard to reparations. **THE PARTIES** acknowledge the obligation of the **MEXICAN STATE** to make full reparation to **THE VICTIMS** and their immediate relatives and agree to the measures of reparation specified in this Chapter.

The **SEGOB** will be responsible for coordinating compliance with the measures of reparation.

THE VICTIMS and their immediate family members agree to comply with the procedural requirements for the granting of the following reparation measures.

A. OBLIGATION TO INVESTIGATE THE FACTS OF THE CASE

Clause 3.2. THE PARTIES acknowledge that the **MEXICAN STATE** conducted criminal proceedings against those responsible for the acts alleged in this case in the military justice system, in accordance with the Mexican laws in force at the time. **THE PARTIES** acknowledge that the military courts are not currently the appropriate forum for adjudicating human rights violations. Nevertheless, **THE PARTIES** also recognize the limitations that the principle of *non-bis in idem* places on the present case. Accordingly, the **MEXICAN STATE** agrees to hold an informational meeting with **THE VICTIMS** and **THE REPRESENTATIVE** to disclose the legal proceedings conducted in the military justice system, the penalties imposed against the perpetrators, and the measures implemented by the State security forces to prevent the repetition of similar acts. The **MEXICAN STATE** will provide a written response to all the issues raised by **THE VICTIMS** and **THE REPRESENTATIVE**. At this meeting, the State will provide a certified copy of the relevant administrative and criminal military records and will safeguard the rights of the victims to pursue the actions to which they are entitled. The meeting must be held no later than three months after the signing of the **AGREEMENT**.

THE PARTIES acknowledge this as the appropriate measure to satisfy the victims' right to truth and justice.

B. MEASURES OF REHABILITATION

Clause 3.3. Comprehensive health care. The **MEXICAN STATE** agrees to provide **THE VICTIMS** and their immediate relatives with comprehensive health care, on a preferential basis and free of charge, through the services offered by the State. This obligation extends to medical, psychological, and psychiatric care.

This care will be provided through the public institutions of the Mexican State. Only when the public institutions of the Mexican State are unable to provide the care required by **THE VICTIMS**, or their immediate relatives, may they go to a private institution, in which case the **MEXICAN STATE** will cover their expenses.

If the medical or psychological service required by **THE VICTIMS** or their immediate relatives has to be provided in facilities outside their place of residence, the **MEXICAN STATE** will pay for the respective transportation and travel expenses, as long as it is within Mexico and these services cannot feasibly be obtained where they live.

Clause 3.4. Agreement on the health care plan. The particular care needs of **THE VICTIMS** and their immediate relatives will be included in this **AGREEMENT** in Annex 1. Annex 1 will be defined based on the medical and psychological assessment of **THE VICTIMS** and their immediate relatives and will be agreed upon by **THE PARTIES** after the signing of the

Agreement.

THE VICTIMS and their immediate relatives must provide the **SEGOB** with all information necessary for their registration, assessment, or care in public health institutions before the parties agree to the terms of Annex 1.

In turn, **THE VICTIMS** and their immediate relatives must attend appointments, examinations, assessments, sessions, treatments, or any kind of procedure established in or derived from the agreements of **THE PARTIES** contained in Annex 1.

Clause 3.5. Enrollment in the Public Health Insurance Program [Seguro Popular]. Both **THE VICTIMS** and their immediate relatives will be enrolled in the Public Health Insurance Program and they will have access to the pharmaceutical products and services it covers.

Clause 3.6. Care in case of change of residence. If **THE VICTIMS** or their immediate relatives move to another state in Mexico, medical care will be provided in their new place of residence through the Public Health Insurance Program or a related program that provides the same level of care as that stipulated in Annex 1.

The **MEXICAN STATE** will not be required to provide medical or psychological care to **THE VICTIMS** or their immediate relatives if they decide to relocate temporarily or permanently outside Mexico.

Clause 3.7. Academic scholarships. The **MEXICAN STATE** will provide academic scholarships to Jonathan Ricardo Lopez Gomez, Maria Isabel Lopez Gomez, Jose Gerardo Lopez Diaz, Juan Daniel Lopez Diaz, Laura Jenifer Lopez Diaz, Alan Enrique Lopez Diaz, Maria Karen Lopez Diaz, Erika de Jesus Cruz Lopez, and Blanca Laura Cruz Lopez. Scholarships will be awarded until the recipients complete their college education.

Once the scholarships are granted, this measure will be contingent on the recipients' academic performance and may be withdrawn or suspended under paragraph 38 of the **RULES OF OPERATION OF THE TRUST**. The scholarships may also be withdrawn or suspended if the recipients fail to meet the academic, administrative, disciplinary, or any other standards set by the educational institutions they attend, regardless of their grade level.

The **MEXICAN STATE** will be released from this obligation if, for reasons attributable to the recipients, they fail to meet the requirements set forth in this clause.

Clause 3.8. Employment for the victims. The **MEXICAN STATE** will take the appropriate steps to place **José Leonardo Lopez Hernández** and **Ricardo Lopez Hernandez** in jobs with the National Forestry Commission's fire brigades in San Cristobal de las Casas starting in March 2016.

This measure will be satisfied once the **MEXICAN STATE** incorporates them into the fire brigades. Their continued employment will be subject to the applicable labor and administrative laws, as well as the codes and regulations of the National Forestry Commission.

THE PARTIES acknowledge that the **MEXICAN STATE** is not obligated to offer them new employment if they fail to meet the requirements cited in the preceding paragraph.

C. MEASURES OF SATISFACTION

Clause 3.9. Public ceremony to acknowledge responsibility. The **MEXICAN STATE** will hold a public ceremony of acknowledgement of responsibility and public apology in which it

will acknowledge the violation of the rights mentioned in **Clause 2.1**.

The public ceremony of acknowledgement of responsibility and public apology will be held in the auditorium of the School of Law of the Autonomous University of Chiapas in San Cristobal de las Casas, Miguel Hidalgo 8, Centro, 29200, San Cristobal de las Casas, Chiapas. The event will be interpreted simultaneously into the Tzotzil language.

The public ceremony of acknowledgement of responsibility and public apology will be led by the following individuals:

- **THE VICTIMS;**
- The Governor of the State of Chiapas;
- The Undersecretary of Human Rights of the Ministry of the Interior;
- The Undersecretary of Multilateral Affairs and Human Rights of the Ministry of Foreign Affairs;
- The Secretary General of the Government of the State of Chiapas;
- The Representative of the Superior Court of the State of Chiapas; and
- The Representative of **FRAYBA**.

The **MEXICAN STATE** will invite the IACHR Commissioner-Rapporteur for Mexico to attend the event as a witness.

THE VICTIMS and **THE REPRESENTATIVE** will take part in the public ceremony of acknowledgement of responsibility and public apology. This public ceremony will take place according to the following program:

	Program: Public Ceremony to Acknowledge Responsibility	Time
1	Welcoming remarks by the Secretary General of the Government of the State of Chiapas	7 minutes
2	Words by the VICTIMS	7 minutes each
3	Words by the REPRESENTATIVE	7 minutes
4	Signing of the AGREEMENT	---
5	Public apology and acknowledgement of international responsibility by the Undersecretary of Human Rights	7 minutes
6	Closing remarks by the Governor of the State of Chiapas	7 minutes

THE PARTIES may personally invite anyone they wish. The official invitation to the public ceremony of acknowledgement of responsibility and public apology will be extended by the **SEGOB**. The **REPRESENTATIVE** will submit the guest list no later than 5 working days before the event.

Based on the capacity of the venue where the event will take place, admission to the public ceremony of acknowledgement of responsibility and public apology will be limited to those invited by each of **THE PARTIES** through the **SEGOB**.

Clause 3.10. Announcement of the public ceremony to acknowledge responsibility. The **SEGOB** will take steps to ensure that an extract from the public ceremony of

acknowledgement of responsibility and public apology is released on a single occasion and published in the Official Gazette and in two newspapers, one of national circulation and the other that circulates in the State of Chiapas.

The **SEGOB** will publish a press release on its website announcing the signing of the **AGREEMENT** and the holding of the public ceremony of acknowledgement of responsibility and public apology, which must be available by Internet search for a period of not less than one year.

The **AGREEMENT** will also be published on the website of the **SRE**.

THE PARTIES may invite any members of the media they consider appropriate to attend the public ceremony of acknowledgement of responsibility and public apology as observers.

Clause 3.11. Health center and plaque unveiling. The **MEXICAN STATE**, through the State Health Department of Chiapas, will name the clinic in the community of El Aguaje, municipality of San Cristobal de las Casas, Chiapas, “the Angel Diaz Cruz Health Center,” in memory of the minor who lost his life. The following actions will also be taken:

- One person will be hired for the nursing department.
- Change of status from mononuclear clinic to community health center.

The State of Chiapas will be responsible for unveiling a plaque at this clinic with the following text:

**ANGEL DIAZ CRUZ
HEALTH CENTER**

This health center was remodeled and inaugurated in memory of Angel Diaz Cruz, a young boy who died on September 18, 2000, after the explosion of an anti-personnel rifle grenade owned by the Mexican State and in the possession of the National Army.

D. GUARANTEES OF NON-REPETITION

III.12. Training courses for justice authorities. The **SG OF CHIAPAS** will conduct human rights training for law enforcement and justice officials in Chiapas.

In addition to its ongoing training programs, the **SG OF CHIAPAS** will hold a training course for at least 80 members of the State Prosecutor’s Office of Chiapas and 80 members of the Superior Court of the State of Chiapas. The course must be given within 12 months of the signing of this agreement.

E. COMPENSATORY DAMAGES

Clause 3.13. Compensation for pecuniary and non-pecuniary damages: The amounts of compensation to be paid for pecuniary and non-pecuniary damages will be calculated under the **RULES OF OPERATION OF THE TRUST** and set forth in Annex 2.²

² At the working meeting held on September 24, 2019, during the 173rd period of sessions, the parties made a joint request for the IACHR to reserve the funds established by the Mexican State for financial compensation.

Clause 3.14. Methods of paying compensation. The sums referred to in Annex 2 will be awarded to the victims within one month of the signing of this **AGREEMENT**, as long as they meet the necessary procedural requirements for the release of the funds under Mexican law. All matters concerning the disbursement of compensation funds will be governed by the **RULES OF OPERATION OF THE TRUST**.

These payments will be made one time only and constitute the total amount of financial reparations that the **MEXICAN STATE** will provide to redress the harm derived from the violations set forth in Clause 2.1.

Once the payments provided for in this **AGREEMENT** are made to the victims, they may not claim any additional amount from any **MEXICAN STATE** authority, whether federal, local, or municipal.

Clause 3.15. Delivery of Productive Project: As a compensation measure, the **MEXICAN STATE**, through the State Government of Chiapas (**SG OF CHIAPAS**), agrees to implement a productive project for each one of **THE VICTIMS**, within existing programs in the various competent State bodies and in accordance with the applicable laws and regulations.

For purposes of this agreement, **THE PARTIES** understand “productive projects” to mean existing programs currently operated by the Government of the State of Chiapas, which aim to promote the development of income generating activities and boost the productivity of their participants.

The program will be implemented one time only. The **SG OF CHIAPAS** agrees to present **THE VICTIMS** with productive project options, and **THE VICTIMS** agree to choose one that satisfies their interests. If they are not satisfied with any of the existing productive projects and decide not to select one, the obligations of **MEXICAN STATE** contained in this Clause will have been met.

If **THE VICTIMS** select a productive project run by the **SG OF CHIAPAS**, it will be their responsibility to continue with it. They also agree to receive the necessary training for its implementation and may not cancel the training more than twice. **THE PARTIES** agree that if **THE VICTIMS** decide to cancel the requisite training on more than two occasions, the obligations of **MEXICAN STATE** contained in this clause will have been met.

The specific details of the productive projects for each of the families will be described in Annex 3, which must be agreed upon by **THE PARTIES** within 3 months after the signing of this **AGREEMENT**.

IV. ENTIRE AGREEMENT

Clause 4.1. Entire AGREEMENT. The **AGREEMENT** and its Annexes constitute a single document.

The Annexes must be agreed upon within a period of no more than three months after the signature of this **AGREEMENT** and will be an integral part of it.

Once this is done, the **MEXICAN STATE** will notify the **IACHR** through the **SRE**.

V. CONFIDENTIALITY

Clause 5.1. Confidentiality. The public disclosure of this **AGREEMENT** is subject to the provisions of the Transparency and Access to Public Information Act.

VI. TERMINATION OF THE AGREEMENT AND EARLY SATISFACTION OF OBLIGATIONS

Clause 6.1. Termination due to fulfillment of the purpose of the AGREEMENT. This **AGREEMENT** will be terminated once its purpose has been met and the **MEXICAN STATE** has made the reparations stipulated herein to **THE VICTIMS**, in accordance with the **RULES OF OPERATION OF THE TRUST**.

To this end, either of **THE PARTIES** may ask the **IACHR** to determine compliance with this **AGREEMENT**. The **IACHR** is the only body that may terminate the **AGREEMENT**.

Clause 6.2. Early termination of the AGREEMENT. **THE VICTIMS** may ask the **IACHR** to terminate this **AGREEMENT** early if, within 3 years after the date of its signature, the **MEXICAN STATE** has materially breached its obligations.

If **THE VICTIMS** breach any obligation arising from this **AGREEMENT**, or if, for any reason attributable to the **VICTIMS**, **THE PARTIES** are unable to agree on any of the Annexes provided for herein, they may not invoke the early termination of the **AGREEMENT** under any circumstances.

Clause 6.3. Early satisfaction of obligations. **THE PARTIES** acknowledge that the **MEXICAN STATE** may ask the **IACHR** to find any of its obligations under this **AGREEMENT** satisfied when **THE VICTIMS** have materially breached any of their obligations or prevented the **MEXICAN STATE** from meeting its obligations. **THE PARTIES** further acknowledge that, once three years have elapsed since the signing of the **AGREEMENT**, the Mexican State may ask the **IACHR** to consider its obligations under Clauses 3.4 and 3.12 satisfied if **THE PARTIES** are unable to agree on the content of Annexes 1 and 2 for reasons attributable to **THE VICTIMS**.

Clause 6.4. Procedure for early termination of the AGREEMENT and early satisfaction of obligations. Only the **IACHR** may determine the appropriateness of the early termination of this **AGREEMENT** or the early satisfaction of any obligation arising therefrom.

If either of **THE PARTIES** wishes for this **AGREEMENT** to be terminated early or for any obligation arising therefrom declared satisfied in advance, they must notify the **IACHR** and ask it to issue a decision on the matter. The party who wishes to terminate the **AGREEMENT** or discharge an obligation in advance must submit evidence with its notice to the **IACHR** to prove reliably that the grounds set forth in Clauses 6.2 and 6.3 have been met.

THE PARTIES ask the **IACHR** to notify the other party upon receipt of the aforementioned request and provide it with a reasonable opportunity to comment on the request and to present the evidence it considers relevant.

If any of **THE VICTIMS** requests the early termination of the **AGREEMENT**, and if, having heard both Parties, the **IACHR** considers that any of the grounds for early termination of the **AGREEMENT** contained in Clause 6.2 have been met, it will proceed in accordance with Article 40.6 of the Rules of Procedure of the Inter-American Commission on Human Rights.

If the **MEXICAN STATE** requests the early satisfaction of an obligation under the **AGREEMENT**, and the **IACHR**, having heard **THE PARTIES**, considers that any of the grounds provided in Clause 6.3 have been met, **THE PARTIES** expressly agree and ask the **IACHR** to issue a finding of compliance with the obligation in question or with the entire **AGREEMENT**, as the case may be.

Clause 6.5. Prohibition of unilateral termination of the Agreement. Neither of **THE**

PARTIES may terminate this **AGREEMENT** unilaterally.

THE PARTIES acknowledge that the **IACHR** is the only body that may terminate this **AGREEMENT** early or determine the early satisfaction of any obligation arising therefrom.

VII. APPLICABLE LAW, INTERPRETATION, AND DISPUTE RESOLUTION

Clause 7.1. Applicable law. This **AGREEMENT** is based on Article 48.f of the American Convention on Human Rights and Article 40 of the Rules of Procedure of the **IACHR**. The rights and obligations of the **MEXICAN STATE** and **THE VICTIMS** under this **AGREEMENT** are governed by the American Convention on Human Rights, the Rules of Procedure of the **IACHR**, the **RULES OF OPERATION OF THE TRUST**, and the literal meaning of the provisions of the **AGREEMENT**.

Clause 7.2. Interpretation of the Agreement. **THE PARTIES** agree that any conflict arising in the interpretation or implementation of this **AGREEMENT** will be resolved first by the literal meaning of its terms and second, if the literal meaning of the **AGREEMENT** leads to an ambiguous or manifestly unreasonable outcome, by the interpretation that best protects the rights of **THE VICTIMS**.

Clause 7.3. Dispute resolution. **THE PARTIES** agree that if a dispute arises over the interpretation or implementation of this **AGREEMENT**, they are under the obligation to engage in effective, good faith negotiations to settle it.

Only if negotiations are unsuccessful, **THE PARTIES** will submit the dispute to the **IACHR** for settlement through mediation.

THE PARTIES expressly waive any other means of dispute resolution, which may exist under national or international law.

VIII. SUPERVISION AND APPROVAL OF THE AGREEMENT

Clause 8.1. Joint request for IACHR supervision. Pursuant to Article 48 of the Rules of Procedure of the Inter-American Commission on Human Rights, **THE PARTIES** ask the **IACHR** to supervise this **AGREEMENT**.

IX. ENTRY INTO FORCE

Clause 9.1. Entry into force. This **AGREEMENT** will take effect upon signature by all **THE PARTIES**.

Having read the **AGREEMENT** and being aware of its scope and legal content, **THE PARTIES** affix their signatures in the margin and at the bottom of 6 copies in the city of San Cristóbal de Las Casas, Chiapas on January 28, 2016.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

13. The **IACHR** reiterates that according to Articles 48.1.f and 49 of the American Convention, this procedure is aimed at “reaching a friendly settlement of the matter on the basis of respect for the human rights recognized in this Convention.” The willingness to engage in this process is a sign of the State’s good faith to comply with the object and purpose of the Convention under the principle of *pacta sunt servanda*, whereby States must comply in good faith with the obligations undertaken in treaties.³ The Commission also reiterates

³ Vienna Convention on the Law of Treaties, U.N. Doc A/CONF.39/27 (1969), Article 26: “*Pacta sunt servanda*. Every treaty in force is binding upon the parties to it and must be performed by them in good faith.”

that the friendly settlement process provided for in the Convention allows for the disposition of individual cases in a non-adversarial manner. In cases involving several different countries, it has proven to be an important vehicle that both parties can use to reach a resolution.

14. The Inter-American Commission has closely followed the development of the friendly settlement achieved in the present case and greatly appreciates the efforts made by both parties to reach this agreement, which is consistent with the object and purpose of the American Convention.

15. The Commission notes that, in view of the information provided by the parties to date, it is appropriate to assess compliance with the commitments set out in the friendly settlement agreement.

16. The Inter-American Commission values the second declarative clause, which acknowledges the international responsibility of the Mexican State for the violation of the rights contained in Articles 4 (right to life), 5 (right to humane treatment), 8 (right to a fair trial), 19 (rights of the child), and 25 (right to judicial protection), respectively, of the American Convention on Human Rights. The Commission also appreciates declarative clause 3.1, in which the parties acknowledge the Mexican State's obligation to provide full reparation to the alleged victims and their immediate relatives, under the terms of the subsequent clauses.

17. In relation to Clause 3.2 of the agreement, regarding the State's duty to investigate and punish those responsible for the acts alleged, the State reported on September 23, 2019, that it is taking the necessary steps to turn over a certified copy of the military investigation file to the relatives of the alleged victims and their representatives. The petitioners, for their part, confirmed at the September 24, 2019 working meeting that they have not yet been given the uncertified copy of the file. Therefore, the Commission considers that this clause is pending compliance.

18. As for Clauses 3.3, 3.4, and 3.5, referring to comprehensive health care, on May 23, 2019 the parties held a working meeting at the Fray Bartolome de las Casas Human Rights Center, where they reviewed the commitments that have been met and those still pending. At this meeting, the Secretary of Health of the State of Chiapas gave the alleged victims an updated list of telephone numbers of contacts or focal points for them to receive the preferential and free medical care established in the health care plan. In addition, at the working meeting held on September 24, 2019, the Mexican State reported that they are currently assessing the best time to remove the shrapnel from one of the survivors, and that a third medical diagnosis will be made soon. The State also presented information on October 25, 2019, detailing the medical care provided to the alleged victims. In a letter dated April 11, 2019, the petitioners confirmed that they considered that those aspects of the agreement had been fully satisfied, and at the meeting, they stated that the alleged victims now had telephone contacts for medical attention if needed. Therefore, the Commission considers and declares full compliance with this part of the agreement.

19. With regard to Clause 3.7, on academic scholarships, on October 25, 2019, the State reported that on November 20, 2018, scholarship checks were issued to Laura Jenifer Lopez Diaz, Alan Enrique Lopez Diaz, Maria Karen Lopez Diaz, Jonathan Ricardo Lopez Gomez, Maria Isabel Lopez Gomez, and Blanca Laura Cruz Lopez, for the 2018-2019 academic years. At the same time, it was reported that payments for the 2019-2020 school year have not been made, because, according to the State, the alleged victims have not provided the documentation specified in the Rules of Operation of The Trust for Compliance with Human Rights Obligations. For their part, the petitioners stated on April 11, 2019 that they consider this part of the agreement to have been partially satisfied. Based on the information provided by the parties and the content of the FSA which established the release of the Mexican State from its obligations related to this item of the agreement if, due to causes imputable to the beneficiaries the requirements for the operation of the Trust to comply with the measure are not met, the Commission finds and declares full compliance with this part of the agreement.

20. With regard to Clause 3.8, referring to the State's obligation to incorporate Jose Lopez Hernandez and Ricardo Lopez Hernandez into the firefighting brigade of the National Forestry Commission (CONAFOR) of San Cristobal de las Casas, the State and the petitioners held a meeting on June 21, 2018, in which it was agreed that the Ministry of the Interior would communicate with the local office of the Ministry of Labor and Social Security to explore the viability of offering job positions to the alleged victims in order to comply

with this part of the agreement. At a working meeting held on September 24, 2019, the State indicated that although the agreement only refers to their interest in employment with CONAFOR, it would offer those jobs in other public sector agencies. For their part, the petitioners stated on April 23, 2019 that this aspect of the agreement had not been met and reaffirmed at the September 24, 2019 meeting that they were interested in joining CONAFOR and not the private sector. Therefore, the Commission finds that this clause is pending compliance. It urges the State to make the necessary efforts to honor the offer of positions with CONAFOR or reach an agreement with the beneficiaries on alternative positions in their interest that the State can feasibly offer them.

21. As for Clause 3.9, on the public ceremony to acknowledge responsibility, the State forwarded information on November 7, 2016, confirming that the event would be held on January 28, 2016, at the same ceremony for the signing of the FSA, following the jointly agreed schedule. The parties did not provide the Commission with any further details about the event. At the same time, publicly available information⁴ confirmed that the ceremony was held in the auditorium of the School of Law of the Autonomous University of Chiapas. During the ceremony, the Undersecretary of Human Rights of the Ministry of the Interior offered a public apology to the mother of the deceased victim and to those injured in the incident. The ceremony was attended by more than 100 guests of the alleged victims, their family members, representatives of the State, and the public.

22. At the public ceremony to acknowledge responsibility, the Undersecretary of Human Rights of the Ministry of the Interior underscored the Mexican State's commitment to redress the human rights violations and acknowledged its responsibility for what happened. The State also reported that, as part of its commitment, the speeches made during the ceremony were interpreted into the Tzotzil language. For their part, the petitioners reported on April 11, 2019 that, in their view, this part of the agreement had been fully complied with. The Commission therefore finds and declares full compliance with this part of the friendly settlement agreement.

23. In relation to Clause 3.10, on the announcement of the public ceremony to acknowledge responsibility, the State reported on November 7, 2016, that the respective announcement was made in a press release on the SEGOB's website, with a statement about the public ceremony to acknowledge responsibility, and on May 19, 2016, the SRE published the friendly settlement agreement on its website. On April 11, 2019, the petitioners stated that they considered the measure to have been fully satisfied. Therefore, the Commission finds and declares full compliance with this part of the agreement.

24. As regards Clause 3.11, on the health center and the commemorative plaque as part of the measures of satisfaction for the victims' relatives, the petitioners have stated that they are awaiting compliance. The State, for its part, reported on July 26, 2018, that the project to build and equip the El Aguaje Micro Regional Health Center in the municipality of San Cristobal de las Casas has been approved by all the respective departments for an amount of \$1,400,000.00 (one million four hundred thousand pesos). It additionally reported that on May 29, 2018 the project was sent to the State Treasury Department for its assessment and approval, after which the funds can be released for its construction. During the Commission's 173rd period of sessions, at a working meeting held on September 24, 2019, the State affirmed that the construction of the health center was advancing rapidly. On April 11, 2019, the petitioners reported that they considered this aspect of the agreement to be pending compliance. At the working meeting, they expressed appreciation for the progress made in the construction of the center, but a more detailed response is expected. Based on the information provided by the parties, the Commission finds and declares partial compliance with this part of the agreement.

25. With regard to Clause 3.12, on training courses, the State reported on October 13, 2016, on the schedule and types of courses that would be given. On April 11, 2019, the petitioners reported that this

⁴ Website: Government of Mexico, Ministry of the Interior, Press Office. *Ofrece el Estado mexicano disculpa pública por violaciones a derechos humanos en perjuicio de indígenas tzotziles* [Mexican State offers public apology for human rights violations against indigenous Tzotzil people]. January 28, 2016. Retrieved on December 11, 2019. Available at: <https://www.gob.mx/segob/prensa/ofrece-el-estado-mexicano-disculpa-publica-por-violaciones-a-derechos-humanos-en-perjuicio-de-indigenas-tzotziles>

aspect of the agreement had been fully complied with and satisfied. Therefore, the Commission finds and declares full compliance with this part of the agreement.

26. Regarding Clauses 3.13 and 3.14 on damages and financial compensation, the State reported on October 13, 2016 that the alleged victims and their families were paid on March 7, 2016. As established in Annex 2 of the friendly settlement agreement, the petitioners confirmed compliance with this point of the FSA on April 11, 2019. Based on the above, the Commission finds and declares full compliance with this part of the agreement.

27. As for clause 3.15 regarding productive projects, the State indicated at the September 24, 2019 meeting that the Department of Agriculture, Livestock, and Fisheries of the State of Chiapas had pledged at a bilateral meeting held on May 23, 2019 to explore the potential implementation of a productive project to grow strawberries in greenhouses, studying the budgetary feasibility of delivering the necessary plants and inputs, as well as providing the necessary training and infrastructure. The State reported that, since that working meeting, the Department had directly provided the alleged victims with the official forms required for them to receive the strawberry planting material; however, to date, the petitioners and their representatives have not submitted the requisite forms or the related documentation. Therefore, the Commission finds that this commitment is pending compliance.

28. For the above reasons, the IACHR finds and declares full compliance with Clauses 3.3 (comprehensive health care), 3.4 (health care plan), 3.5 (public health insurance program), 3.7 (academic scholarships), 3.9 (public acknowledgement ceremony), 3.10 (announcement of public acknowledgement ceremony), 3.12 (training courses), 3.13 and 3.14 (compensation).

29. The Commission additionally finds and declares partial compliance with Clause 3.11 (health center and plaque).

30. As for Clauses 3.2 (investigation), 3.8 (employment for the victims), and 3.15 (productive project), the Commission finds that they are pending compliance.

31. Finally, the Commission finds that the remainder of the agreement is declaratory in nature and therefore not subject to IACHR supervision.

V. CONCLUSIONS

1. Based on the foregoing considerations and by virtue of the procedure set forth in Articles 48.1.f and 49 of the American Convention, the Commission wishes to reiterate its deep appreciation for the efforts put forth by the parties and its satisfaction that they have reached a friendly settlement in this matter, on the basis of respect for human rights and consistent with the object and purpose of the American Convention.

2. Based on the considerations and conclusions contained in this report,

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

DECIDES:

1. To approve the terms of the agreement signed by the parties on January 28, 2016.
2. To declare full compliance with Clauses 3.3 (comprehensive health care), 3.4 (health care plan), 3.5 (public health insurance program), 3.7 (academic scholarships), 3.9 (public acknowledgement ceremony), 3.10 (announcement of public acknowledgement ceremony), 3.12 (training courses), and 3.13 and 3.14 (compensation) of the friendly settlement agreement.
3. To declare partial compliance with Clause 3.11 (health center and plaque), based on the analysis contained in this Report.

4. To declare that Clauses 3.2 (investigation), 3.8 (employment for the victims), and 3.15 (productive project) are pending for compliance, based on the analysis contained in this Report.

5. To continue to supervise Clauses 3.2 (investigation), 3.8 (employment for the victims), 3.11 (Health center and plaque) and 3.15 (productive project) of the friendly settlement agreement until they have been fully complied with based on the analysis contained in this Report. To this end, we remind the parties of their commitment to report periodically to the IACHR regarding compliance.

6. To publish this report and include it in its Annual Report to the General Assembly of the OAS.

Approved by the Inter-American Commission on Human Rights on the 24 day of February 2020. (Signed) Esmeralda E. Arosemena Bernal de Troitiño, President; Antonia Urrejola, Second Vice-President; Flávia Piovesan; Margarete May Macaulay; Julissa Mantilla Falcón and Edgar Stuardo Ralón Orellana, Members of the Commission.