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**REPORT No. 35/19**  
**PETITION 1014-06**  
REPORT ON FRIENDLY SETTLEMENT

ANTONIO JACINTO LOPEZ  
MEXICO

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**REPORT No. 35/19**  
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REPORT ON FRIENDLY SETTLEMENT  
ANTONIO JACINTO LÓPEZ MARTÍNEZ  
MEXICO  
APRIL 8, 2019<sup>1</sup>

**I. SUMMARY AND PROCEDURAL CONSIDERATIONS RELATED TO THE FRIENDLY SETTLEMENT PROCEEDINGS**

1. On September 19, 2006, the Inter-American Commission on Human Rights (hereinafter “the Commission” or “IACHR”) received a petition presented by Maurilio Santiago Reyes, on behalf of the Centro de Derechos Humanos y Asesoría a Pueblos Indígenas A.C., (hereinafter “petitioner”), alleging that the United Mexican States (hereinafter “State,” “Mexican State” or “Mexico”) was internationally responsible for the violation of the human rights enshrined in Article 5 (right to humane treatment), 8 (right to a fair trial), 23 (right to participate in government), 25 (right to judicial protection) and 26 (progressive development), in connection with Article 1 (obligation to respect rights) and Article 2 (domestic legal effects) of the American Convention on Human Rights (hereinafter “Convention” or “American Convention”), to the detriment of Antonio Jacinto López Martínez, a Triqui indigenous campesino leader and municipal president elected through the traditional system of customary law of the San Martín Itunyoso community of Oaxaca (hereinafter “alleged victim”), stemming from arbitrary removal from the above-referenced office.

2. Because of threats against Antonio Jacinto López, the petitioners filed a request for precautionary measures with the IACHR on July 27, 2005, which was granted on July 29, 2005, under number 165-05. Antonio Jacinto López was murdered while he was a beneficiary of precautionary measures issued by the Inter-American Commission on Human Rights.

3. On July 13, 2015, the parties held a working meeting, in Mexico, and signed a letter of understanding to seek a friendly settlement. The parties entered into a Friendly Settlement Agreement on September 23, 2015, at a working meeting in Mexico, where Commissioner James Cavallaro acted as facilitator, in his capacity as country Rapporteur. On September 28, 2015, the parties signed an addendum to the friendly settlement agreement.

4. The parties held working meetings with Commissioner Esmeralda Arosemena de Troitiño, in her capacity as IACHR Rapporteur for Mexico, acting as facilitator, on the following dates: March 17 and August 31, 2017; February 26, September 31 and December 6, 2018; and February 12, 2019. At the last working meeting, the parties jointly requested the Commission to approve the friendly settlement agreement.

5. Pursuant to Article 49 of the Convention and Article 40.5 of the Commission’s Rules of Procedure, a brief statement of the facts alleged by the petitioner and a verbatim transcription of the friendly settlement agreement entered into on September 23, 2015 between the petitioner and the representatives of the Mexican State are reproduced hereunder in the instant report. The Commission also approves the agreement between the parties and the publication of this report in the IACHR’s Annual Report to the General Assembly of the Organization of American States.

**II. ALLEGED FACTS**

6. The petitioner alleged that Antonio Jacinto López was a Triqui indigenous *campesino* (farmer) and had been constitutionally elected by his community as municipal president of the municipality of San Martín Itunyoso through the ancestral system of traditional customary law (*usos y costumbres*). According to the petitioner, this traditional system entails the holding of three general assemblies for the appointment of

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<sup>1</sup>In keeping with Article 17.2.a of the Rules of Procedure of the IACHR, Commission member Joel Hernández, a Mexican national, did not participate in the discussion of and decisions on this case.

such authorities. After a first assembly, where the person is elected, the nominee must be confirmed at two other assemblies and then the person officially becomes the municipal president. This procedure, as claimed by the petitioner, is recognized under the Political Constitution of the Mexican State and under local law of the State of Oaxaca.

7. The petitioner contended that on October 24, 2004, the general assembly of the members of the community of San Martín Itunyoso appointed Antonio Jacinto López as Constitutional Municipal President pursuant to the procedure described above. Nonetheless, on December 27, 2004, Mr. López Martínez was summoned to the offices of the General Secretariat of Government, where he was told by the then outgoing municipal president, in front of the Assistant Secretary of Government of the State of Oaxaca, that he was not qualified to serve the office and that every possible measure would be taken to keep him from taking said office. Subsequently, according to the petitioner's account, Antonio Jacinto López was threatened he would be killed if he took possession of the office.

8. As recounted by the petitioner, on December 30, 2004, Decree No. 39 of the 59<sup>th</sup> Constitutional Legislative Period of the State of Oaxaca was issued, declaring that the elections for municipal councilmen as constitutional and statutorily valid, under the rules of customary law for the period of January 1, 2005, to December 31, 2007. The petitioner contends that said decree also recognized as valid the elections held in the Municipality of San Martín Itunyoso, electing Mr. López Martínez the leader of the community, as described above.

9. The petitioner asserted that on January 3, 2005, the swearing in ceremony was supposed to have taken place at the town hall of San Martín Itunyoso, but because of death threats, Mr. López Martínez decided to not go through with it at that time and, instead, convened a general assembly of the community members of the municipality of San Martín for January 30, 2005. The petitioner recounted that on that day, when he was on his way downtown, along with approximately two hundred people, who were accompanying him to the ceremony to swear him into office, he was attacked, at the cross street of Cruz de Conejo, by the outgoing municipal president and a group of armed men, who fired weapons at Antonio Jacinto López and the residents of the municipality, who were accompanying him, in order keep the public ceremony to swear him into office from taking place. According to the petitioner's allegations, four individuals died in this confrontation. The petitioner also claimed that on July 25, 2005, Mr. López Martínez was intercepted by two individuals and was again threatened with death. Based on the foregoing, on July 29, 2005, the Commission granted him precautionary measures, requesting the State to take the necessary measures to protect the life and personal integrity of Antonio Jacinto López Martínez and investigate the events giving rise to the adoption of precautionary measures.<sup>2</sup>

10. The petitioner contended that because Antonio Jacinto López was prevented from actually taking office, another person took his place irregularly, illegally and unconstitutionally, having been appointed by the outgoing municipal president as opposed to being chosen by the residents of the municipality, pursuant to the traditional system of customary law. The petitioner recounted that on February 17, 2005, the Congress of Oaxaca issued Decree No. 57 ordering the removal of Antonio Jacinto López from the office of municipal president, without any prior hearing or notification of any proceedings brought against him, and based on an alleged request for leave of absence by Mr. López Martínez, which was the product of document forgery.

11. The petitioner noted that on July 11, 2005, Antonio Jacinto López filed for constitutional relief via *amparo* proceedings, under case number No. 860/2005, which was denied on December 23, 2005, by the Fourth District Court of the State of Oaxaca, for lacking proper grounds for an *amparo* claim. According to the petitioner, a motion for review of judgment was filed against the denial and on March 8, 2006, the denial was upheld by the 13<sup>th</sup> Circuit Court Panel.

12. On October 17, 2011, Antonio Jacinto López Martínez was shot at point blank in the head by unidentified individuals and killed, while he was walking along Calle Claudio Cruz, between the corner of

<sup>2</sup> Based on these threats, on July 29, 2005, the IACHR issued precautionary measures MC 165-05, to protect the life and personal integrity of the victim.

Isabela Católica and Colón, in the City of Tlaxiaco, in the State of Oaxaca, and while he was still the beneficiary of the IACHR's precautionary measures.

13. On November 25, 2015, the IACHR decided to lift the precautionary measures under Resolution No. 53/2015, as a result of the death of the beneficiary.

### III. FRIENDLY SETTLEMENT

14. On September 23, 2015, the parties held a working meeting in Mexico, with the accompaniment of Commissioner James Cavallaro in his capacity as country Rapporteur. In the context of this meeting, the parties signed a friendly settlement agreement. The text of the friendly settlement agreement submitted to the IACHR on December 28, 2015, states as follows:

**P-1014-06**  
**ANTONIO JACINTO LÓPEZ MARTÍNEZ**  
**FRIENDLY SETTLEMENT AGREEMENT**

Entered into, as one party, the United Mexican States, hereinafter the "MEXICAN STATE" represented at this ceremony by Licenciado Roberto Rafael Campa Cifrián, Under Secretary for Human Rights, and by Maestra Sara Irene Herrerías Guerra, Head of the Human Rights Defense Unit, both of the Secretariat of Government, hereinafter the "**SEGOB;**" Ambassador Miguel Ruíz Cabañas Izquierdo, Under Secretary for Multilateral Affairs and Human Rights, and Dr. Erasmo Lara Cabrera Deputy Director General, Chief of the Office of the General Directorate of Human Rights and Democracy, both of the Secretariat of Foreign Affairs, hereinafter "**SRE;**" Licenciado Alfonso Gómez Sandoval Hernández, Secretary of Government of the State of Oaxaca, hereinafter "**SG of Oaxaca;**" Licenciado Héctor Joaquín Carrillo Ríz, Attorney General of the State of Oaxaca, hereinafter "**Attorney General's Office of Oaxaca;**" and, as the other party, Mrs. Julia Vásquez Bautista, widow of Antonio Jacinto López Martínez, as indirect victim, hereinafter the "**Victim,**" who will also act as legitimate representative of ANLV, LLV, ABLV y MALV,<sup>3</sup> all of whom bear the surnames of López Vásquez; and Licenciado Maurilio Santiago Reyes, as case representative, known hereinafter as "**The Representative,**" and who will [all] be referred to hereinafter as "**The Parties;**" in their capacity as **Witnesses of honor**, Commissioner James L. Cavallaro, Rapporteur on the Rights of Persons Deprived of Liberty of the Inter-American Commission on Human Rights,<sup>4</sup> as well as Lic. Arturo de Jesús Peimbert Calvo, Human Rights Ombudsman for the People of Oaxaca, will also participate, pursuant to the following:

### DECLARATIONS

#### 1. The "SEGOB" declares, through its representatives that:

1.1. It is an office of the Federal Public Administration, pursuant to Articles 90 of the Political Constitution of the United Mexican States; [Articles] 1, 26 and 27, subsections VIII and X of the Organic Law of Federal Public Administration, as well as Article 1 of the Internal Regulations of the Secretariat of Government (RISEGOB).

1.2. Pursuant to Article 27, subsections VIII and XII of the Organic Law of Federal Public Administration, its powers include to conduct the interior policy of the Federal Executive, that is not expressly attributed to another office, as well as to oversee compliance with constitutional precepts by the authorities of the country, especially as they pertain to human rights and order the necessary administrative measures to that effect.

<sup>3</sup> The IACHR is keeping the names of the victim's children confidential inasmuch as all of them are underage at the time of approval of this report.

<sup>4</sup> The IACHR clarifies that the presence of Commissioner James Cavallaro was in his capacity as Country Rapporteur.

1.3. The Under Secretary for Human Rights is fully empowered to enter into the instant document, pursuant to Articles 2, section A, subsection IV and [Article] 6, subsections XII and XVI of the RISEGOB.

1.4. The Human Rights Defense Unit, pursuant to Article 2, section B, subsection VII and Article 24 subsections VI and XI of the RISEGOB, has the power to deal with the recommendations issued by international human rights bodies, whose competence, proceedings and ruling are recognized by the Mexican State.

1.5. The Human Rights Defense Unit, through the Trust for Compliance with Obligations in the Area of Human Rights, has enough resources available to meet the obligations arising from the instant agreement.

1.6. Under agreement 3/6TA, of the sixth special session dated September 21, 2015 of the Technical Committee of the Trust for the Compliance with Obligations in the Area of Human Rights, approval was given to enter into the instant agreement.

1.7. All matters pertaining to the Trust will be settled in accordance with the Rules of Operation of the Trust for Compliance with Obligations in the Area of Human Rights published in the Official Gazette of the Federation on May 29, 2014, hereinafter, the Rules of Operation of the Trust.

1.8. It [SEGOB] states as its domicile for all legal purposes of the instant agreement, Dinamarca No. 84, Colonia Juárez, Delegación Cuauhtémoc, Código Postal 06600, México, Distrito Federal.

## **2. The SRE declares, through its representatives that:**

2.1 Pursuant to Articles 1, 26 and 28 subsections I and III of the Organic Law of Federal Public Administration, it is the office of the Federal Executive Branch whose purview includes among other things, to promote, further and ensure the coordination of the foreign policy of the Federal Executive, as well as participate in the international bodies to which the Mexican government belongs.

2.2 Ambassador Miguel Ruíz Cabañas Izquierdo, Under Secretary for Multilateral Affairs and Human Rights of the SRE, pursuant to Article 8 subsections III, VIII and X, and Article 27 subsections IV and VIII, of the Internal Regulations of the Secretariat of Foreign Affairs, has the power to represent the Secretariat in entering into agreements concerning the exercise of its powers and the powers of the Administrative Units under its charge, among others, to receive and process the complaints and petitions filed against the Mexican State with international human rights bodies, to represent the government of Mexico in litigation or proceedings arising therefrom, as well as to promote the adoption of the measures necessary to resolve said complaints and petitions as provided by law.

2.3 The General Directorate of Human Rights and Democracy, pursuant to Article 27 subsection VIII of the Internal Regulations of the Secretariat of Foreign Affairs has the power to receive and process complaints and petitions filed against the Mexican State with international human rights bodies, represent the government of Mexico in litigation or proceedings arising therefrom, as well as to promote the adoption of the measures necessary to resolve said complaints or petitions as provided by law.

2.4 It indicates as domicile for all legal effects of the instant agreement, Avenida Juárez No, 20, Colonia Centro, Delegación Cuauhtémoc, Código Postal 06010, México, Distrito Federal.

## **3. The SG of Oaxaca declares, through its representatives that:**

3.1 The State of Oaxaca is a free, sovereign and independent entity that is member of the Federation, as provided in Articles 40, 42 subsection I, Articles 43 and 116 of the Political Constitution of the United Mexican States; as well as in Article 1 of the Political Constitution of the Free and Sovereign State of Oaxaca.

3.2 Licenciado Alfonso Gómez Sandoval Hernández, was appointed by the Constitutional Governor of the Free and Sovereign State of Oaxaca as the head of the Secretariat of Government, which is a Secretariat of the Centralized Public Administration and, as such, it is fully empowered to enter into the instant agreement as provided in Article 82 of the Political Constitution of the Free and Sovereign State of Oaxaca; in connection with Articles 6, 27 and 34 subsections II, III and IV of the Organic Law of the Federal Executive Branch of the State of Oaxaca.

3.3 For the purposes of this instrument, it is indicated as domicile, the one located on Carretera Internacional Oaxaca-Istmo Km. 11.5 sin número Ciudad Administrativa Benemérito de las Américas 68270, Edificio 8, Nivel 3.

3.4 Under instructions and based on its statutory and regulatory powers, it has legal authority to enter into the instant instrument.

**4. The “OFFICE OF THE ATTORNEY GENERAL OF OAXACA” declares, through its representatives that:**

4.1 Based on the provisions of Article 93 of the Political Constitution of the Free and Sovereign State of Oaxaca, the Office of the Attorney General of Oaxaca is an organ whose responsibility it is to strictly enforce the laws and investigate crimes together with the police departments, which acts under the direction and command of it [the Attorney General’s Office] in exercising this function.

4.2 Licenciado Héctor Joaquín Carrillo Ruiz was elected by the Congress of the State from a slate of three nominees submitted by the Constitutional Governor of the Free and Sovereign State of Oaxaca to serve in the office of Attorney General of the State; and that said Office of the Attorney General is an autonomous body and, as such, is fully empowered to enter into the instant Agreement pursuant to Article 114 of the Political Constitution of the State of Oaxaca.

4.3 For the legal purposes arising from this agreement, it [Office of the AG] provides as its domicile Centro Administrativo del Poder Ejecutivo y Judicial Gral. Porfirio Díaz, Soldado de la Patria, Edificio Jesús Chu Rasgado, nivel 2, Reyes Mantecón, Oaxaca.

**5. The “Victim” declares that:**

5.1.- Mrs. Julia Vásquez Bautista is a Mexican citizen and is appearing freely at this proceeding, who in order to corroborate her identity shows her official identification document of the National Electoral Institute: with number [...]; which attests to her union in domestic partnership with Mr. Antonio Jacinto López Martínez along with the birth certificates of each one of their children, with numbers [...] all of them issued by the Civil Registry of San Martín Itunyoso, Tlaxiaco, Oaxaca.

5.2.- That for purposes of this proceeding, she will act as legitimate representative of all of her daughters and son, who will also be beneficiaries of the measures of reparation:

5.2.1 ANLV, Mexican female, born October 3, 2011, currently 4 years of age, she is identified at this proceeding with birth certificate number [...], issued by the Civil Register of San Martín de Itunyoso, Tlaxiaco, Oaxaca;

5.2.2 LLV, Mexican female, born June 16, 2007, currently 8 years of age, who is identified at this proceeding with birth certificate number [...], issued by the Civil Registry of San Martín de Itunyoso, Tlaxiaco, Oaxaca;

5.2.3 ABLV, Mexican female, born September 18, 2004, currently 10 years of age, she is identified at this proceeding with birth certificate number [...], issued by the Civil Registry of San Martín de Itunyoso, Tlaxiaco, Oaxaca; and

5.2.4 MALV, Mexican male, born January 4, 2006, currently 9 years of age, he is identified at this proceeding with birth certificate number [...], issued by the Civil Registry of San Martín de Itunyoso, Tlaxiaco, Oaxaca.

## 6. The “Representative” of the case declares that:

6.1 Licenciado **Maurilio Santiago Reyes** is a Mexican male, of legal age and is appearing at this proceeding on behalf and in representation of the victims, who in order to corroborate his identity, shows his official identification document of the National Electoral Institute number [...].

6.2 In accordance with Article 23 of the Rules of Procedure of the Inter-American Commission on Human Rights and the Individual Petition lodged and signed by “**The Representative**” dated October 19, 2011, he is the victims’ representative for purposes of the instant Friendly Settlement Agreement.

## 7. The Parties declare that:

7.1 They reciprocally acknowledge their standing to act and participate in the signing of this friendly settlement agreement (hereinafter the “Agreement”).

7.2 They acknowledge that the instant Agreement is being entered into in the context of the petition lodged with the Inter-American Commission on Human Rights (hereinafter “IACHR”) against the “**MEXICAN STATE**,” currently being processed with the number P-1014-06, under the name of Antonio Jacinto López Martínez.

7.3 They acknowledge as true the following facts, which constitute the factual basis of the instant Agreement:

i. On July 29, 2005, the IACHR ordered the Mexican State to adopt precautionary measures, processed with the number MC-165-05, for Mr. Antonio Jacinto López Martínez, after he was the target of several acts of harassment and threats, following his election as Municipal President under the traditional system of customary law of the Municipality of San Martín Itunyoso, Tlaxiaco, Oaxaca. In some instances, the acts of harassment and threats were made by several public servants of the State of Oaxaca.

i. Measures implemented by the Mexican State to ensure the safety of Mr. López Martínez in the context of the precautionary measures granted by the IACHR included:

- The Preventive Police of the State of Oaxaca making surveillance rounds.
- Providing telephone numbers of Federal and State Government officials.
- Providing cell phone equipment.
- Personnel of the office of the Attorney General of the State of Oaxaca accompanying him.
- Food pantry provided by the System of Integral Family Development of the State of Oaxaca, which was not accepted by the beneficiary.
- A room in a shelter of the State of Oaxaca, which was not accepted by the beneficiary.



**“The Representative”** noting that not all the measures were fully implemented.

iii. On September 8, 2006, Mr. López Martínez lodged a petition with the IACHR alleging responsibility of the Mexican State for the violation of his human rights, on the grounds that he was prevented from taking the office of Municipal President of San Martín Itunyoso, Tlaxiaco, Oaxaca.

iv. On October 17, 2011, with the precautionary measures ordered by the IACHR still in effect, Mr. Antonio Jacinto López Martínez was murdered in downtown Tlaxiaco by an unidentified individual.

v. The petition was rewritten by the Victim’s representatives to include the failure to comply with the precautionary measures, which led to the petitioner’s death.

7.4 That ANLV, LLV, ABLV and MALV, all with the surnames of López Vásquez, are acknowledged as immediate family members of Mr. Antonio Jacinto López and Mrs. Julia Vásquez Bautista.

That it is their wish to settle, by friendly means, petition P-1014-06 Antonio Jacinto López Martínez, pursuant to the following terms:

## CLAUSES

### I. OBJECT OF THE AGREEMENT

**Clause 1.1. Object of the agreement.** The object of the instant Agreement is to settle by friendly means petition P-1014-06 Antonio Jacinto López Martínez, based on acknowledgement of the facts comprising the factual platform of the instant Agreement and the violations of Mr. López’s human rights arising therefrom, as well as the determination of the reparation the **MEXICAN STATE** will make to the **“Victim.”**

### II. ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY

**Clause 2.1. Acknowledgement of international responsibility.** The Mexican State acknowledges that the facts set forth in the third declaration of the Parties are violations of Article 4, (right to life), 5 (right to humane treatment), 8 (right to a fair trial) and 25 (judicial protection) of the American Convention on Human Rights (hereinafter “ACHR”), in connection with the duty to respect the rights enshrined in the same international legal instrument (Article 1.1), to the detriment of Mr. López Martínez.

The Mexican State acknowledges that the violations set forth in the preceding paragraph are attributable to it, inasmuch as it breached its duty to protect the integrity of Mr. Antonio Jacinto López Martínez, emanating from the precautionary measures issued by the IACHR, which led to his homicide at the hands of individuals, who thus far have remained unidentified.



### III. REPARATIONS

**Clause 3.1. General obligations of the Parties in the area of reparation.** The Parties acknowledge the State's obligation to provide full reparation to the Victim and agree on the reparation measures specifically described in this Chapter.

The "SEGOB" will be in charge of coordinating compliance with the reparation measures.

The Victim undertakes to fulfill the essential formal requirements for the following measures of reparation to be granted.

#### A. OBLIGATION TO INVESTIGATE THE FACTS OF THE CASE

**Clause 3.2. Mexican State's duty to investigate and punish.** Through the Office of the Attorney General of Oaxaca, the Mexican State undertakes to conduct and carry on, diligently and within a reasonable time, with all investigations and actions required to assign liability and, in turn, punish those responsible for the commission of the crime of homicide against Mr. López Martínez.

The Victim has the right and duty to cooperate with the investigation into the facts. The Victim must cooperate with the investigative authorities whenever her participation is necessary to exhaust a line of investigation or an investigative step. In turn, this duty means that the victim will not hamper the progress of the investigative steps requiring her involvement.

Notwithstanding, the Mexican State will move the investigations forward *ex officio* and will make sure it does not re-victimize the Victim during the course thereof, while providing adequate support to her. The Mexican State will not require the cooperation of the Victim for repetitive investigative steps, unless there is sufficient evidence to warrant her involvement again.

#### B. MEASURES OF REHABILITATION

**Clause 3.3. Comprehensive health care.** The Mexican State undertakes to grant the Victim and her immediate family members comprehensive health care with preferential treatment and free of charge. This obligation includes both medical and psychological care.

The care will be provided through the public institutions of the Mexican State. Only when public institutions of the Mexican State are unable to provide the care required by the Victim and her immediate family members, will they resort to a private institution, in which case, the expenses will be covered by the "SEGOB" pursuant to the Rules of Operation of the Trust.

In the event that the medical or psychological service that is required by the victim or her immediate family members must be provided at facilities away from their place of residence, the Mexican State will defray the travel expenses and respective per diem, provided that it is within Mexican territory and these services are not available in their place of residence.

**Clause 3.4. Agreement on a roadmap to health.** The particular health care needs of the Victim and of her immediate family members will be incorporated into the instant Agreement in the [Annex 1]. The [Annex 1] will be defined based on medical and psychological analysis of the Victim and her immediate family members and will be agreed upon by the Parties subsequent to the signing of the Agreement.

The Victim must provide the "SEGOB" with all necessary information for her registration, assessment and/or care at public health care institutions prior to and once the Parties agree to the terms of the [Annex 1].

In turn, the Victim must go to consultations, examinations, evaluations, sessions, treatments or any type of procedure, as established in or that arises from the agreements of the Parties set forth in the [Annex 1].

**Clause 3.5. Incorporation into People's Health Insurance.** The "SEGOB" will add both the Victim and her immediate family members to the Seguro Popular, and they will have access to the services and pharmaceutical products listed in the medical coverage thereof.

**Clause 3.6. Care in the event of change of place of residence.** Should the Victim or her immediate family members move to another domicile in another federative entity of the Mexican Republic, the medical care will be provided at their new place of residence through the Seguro Popular or a similar program that provides the same level of care agreed upon in the [Annex 1].

The Mexican State will not be obligated to provide medical or psychological care to the Victim or her immediate family members if they move temporarily or permanently to a place of residence outside national territory.

**Clause 3.7. Academic scholarships.** The Mexican State will provide, should it be desired, academic scholarships to the four children of the Victim, pursuant to the Rules of Operation of the Trust. The scholarships will be provided until the beneficiaries complete their university education.

Once the scholarships are granted, this measure is subject to the beneficiaries' academic performance and may be taken away should they not meet the academic, administrative, disciplinary or another type of standards required by the education institutions they attend, regardless of their grade level. The Mexican State may be relieved of this obligation for reasons attributable to the "Victim" or her children, for not fulfilling the requirements set forth in this clause.

### **C. MEASURES OF SATISFACTION**

**Clause 3.8. Public ceremony of acknowledgement of responsibility.** The Mexican State will hold a public ceremony of acknowledgement of responsibility and public apology. Should she wish to, the Victim and her representative will participate in the ceremony; the violation of the rights listed in Clause 2.1 will be acknowledged; and it will be acknowledged that the State failed in its duty to comply with the precautionary measures issued by the IACHR.

The public ceremony of acknowledgement of responsibility will be led by the Under Secretary for Human Rights of the "SEGOB" and any other federal officials deemed appropriate by the Under Secretary. Likewise, the public ceremony of acknowledgement of responsibility will be attended by Lic. Alfonso Gómez Sandoval, Secretary General of Government of the State of Oaxaca.

The particular content of the ceremony of acknowledgement of responsibility will be included in the instant Agreement in the [Annex 2]. The [Annex 2] will be agreed upon by the Parties pursuant to this Clause and subsequent to the signing of the Agreement. The [Annex 2] must include at least the date, location and general characteristics of the public ceremony of acknowledgement of responsibility.

**Clause 3.9. Announcement of public ceremony of acknowledgement of responsibility.** The ceremony will be announced on a single occasion in two media outlets: The daily newspapers La Jornada and Contralínea. The announcement will be published after receiving

the consent of the Victim and her representative. The parties will invite the press in general to the ceremony.

In turn, the verbatim record of the ceremony of acknowledgement of responsibility will be posted on the webpage of the "SRE" and on the webpage of the Government of the State of Oaxaca, in both the Spanish and Triqui languages.

#### **D. GUARANTEES OF NON-REPETITION**

**Clause 3.10. Training courses for public employees of the State of Oaxaca.** The Mexican State will provide training to public servants of the Executive, Legislative and Judicial Branches of the State of Oaxaca about implementation of international human rights standards, including the importance and consequence of compliance with the precautionary measures issued by the IACHR, the National Human Rights Commission and the Office of the Ombudsman for Human Rights of the People of Oaxaca.

The training will be given in the State of Oaxaca no later than 6 months after the signing of the agreement, and the State will strive for it to be given by experts on the subject matter and with the collaboration of other institutions of the Mexican State. Any citizen who requests to register for the training will be allowed access.

In coordination with the "SG of Oaxaca", the "SEGOB" will plan, follow through on and implement this course.

**Clause 3.11. Protocol for implementation of IACHR precautionary measures.** The "SEGOB" undertakes to issue, within the scope of its legal remit, the Protocol/Guidelines of the Secretariat of Government for implementation of precautionary and provisional measures issued by national and international human rights protection and defense bodies, based on national and international human rights standards.

**Clause 3.12.** The Secretariat of Government will hold a process of open consultation with civil society in order to hear and utilize its opinions and experiences with regard to implementation of precautionary and provisional measures issued by national and international human rights bodies.

**Clause 3.13.** The process of consultation set forth in the preceding clause will be structured as follows:

- An open consultation process via Internet, to allow any citizen or civil society organization to submit its proposals and comments regarding implementation of precautionary and provisional measures issued by national and international human rights bodies.
- The Internet portal will be found on the webpage of the Secretariat of Government and will be open for at least 3 weeks.
- The consultation process must be open to the public no later than three months after the signing of the friendly settlement agreement.
- A forum for dialogue to help learn from civil society experiences and spur discussion on challenges and needs in the implementation of the precautionary and provisional measures issued by national and international human rights bodies. Efforts will be made for national and international experts on the subject matter to be speakers.
- The forum will be convened by the Secretariat of Government and will be run by human rights promotion and defense civil society organizations.
- The victims' representative will submit a list of invited guests three weeks in advance of the forum.
- The forum will be held no later than 3 months after the conclusion of the consultation system and will take place in Mexico City.

·The Secretariat of Government will take into consideration the experiences and comments of all civil society organizations and citizens in general for drafting the guidelines for implementation of precautionary and provisional measures issued by national and international bodies.

·The Secretariat of Government will issue, within the scope of its legal purview, the guidelines for implementation of precautionary and provisional measures issued by national and international bodies no later than 3 months after the forum is held. Prior to being issued, the victim and her representative will be informed of the content of the guidelines.

**Clause 3.14.** The Secretariat of Government will release the guidelines for implementation of precautionary and provisional measures issued by national and international bodies through the Official Gazette of the Federation.

**Clause 3.15.** The Government of the State of Oaxaca undertakes to submit to the Congress of the State a legislative bill, with the participation of the representative of the instant case, in order to establish a procedure for the implementation of precautionary measures issued by national and international bodies, pursuant to international human rights standards, as soon as possible.

#### **E. COMPENSATION**

**Clause 3.16. Compensation for intangible damages.** The "SEGOB" will award the Victim the sum of \$40,000 USD (forty thousand dollars) as damages in accordance with the grounds set forth in the [Annex 3], which was calculated in keeping with the Rules of Operation of the Trust.

The Victim undertakes to fulfill the essential requirements as provided in Mexican law for the awarding of monetary compensation.

Pursuant to Article 8 of the Monetary Law of the United Mexican States, in order for payment obligations in foreign currencies to be fulfilled, the equivalent amount must be paid out in domestic currency at the exchange rate governing in the place and on the date when the payment is made.

**Clause 3.17. Compensation for pecuniary damages.** The "SEGOB" will award the Victim as pecuniary damages for unearned wages the amount of \$593,207.88 M.N. (five hundred and ninety-three thousand two hundred and seven and 88/100 Mexican Pesos) in accordance with the grounds set forth in the [Annex 3], which was calculated pursuant to the Rules of Operation of the Trust. The Victim undertakes to fulfill the essential formal requirements set forth in Mexican law for the awarding of monetary compensation.

**Clause 3.18. Modalities of payment of compensation.** The amounts set forth in Clauses 3.16 and 3.17, will be paid to the Victim within one month of the signing of the instant Agreement, provided that the Victim fulfills the essential formal requirements set forth in Mexican law for the awarding thereof.

These payments will be disbursed in a single payment and represents the total amount of financial reparation that the Mexican State will grant in order to redress the damages stemming from the violations set forth in the instant Agreement.

Once the payments provided for in the instant Agreement have been disbursed to the Victim, she may not file any claim with any federal, local or municipal authority of the Mexican State for payment of an additional amount for the violations set forth in the instant agreement.

#### **IV. AGREEMENT AS A WHOLE**

**Clause 4.1. Agreement as a whole.** The instant Agreement, along with its Annexes, comprises a single document.

Annexes 1, 2 and 3 are an integral part of the Agreement when the Parties define the terms thereof. Once the Annex is agreed upon, the Mexican State must advise the IACHR.

## V. CONFIDENTIALITY

**Clause 5.1. Confidentiality.** Public release of the instant Agreement is subject to the provisions of the General Law of Transparency and Access to Public Information.

## VI. TERMINATION OF THE AGREEMENT AND EARLY SATISFACTION OF OBLIGATIONS

**Clause 6.1. Termination due to fulfillment of purpose of Agreement.** The instant Agreement will be considered terminated once it has fulfilled its object and the reparations set forth therein have been implemented by the Mexican State for the Victim, pursuant to the Rules of Operation of the Trust.

For this purpose, either of the Parties may request the IACHR to rule on compliance with the instant Agreement. The IACHR will be the only body empowered to find the Agreement terminated.

**Clause 6.2. Early termination of Agreement.** The Victim may request the IACHR to terminate the instant Agreement in advance when [after 3 years since the signing thereof] there has been substantial failure of compliance by the State with two or more obligations emanating therefrom.

The Victim may not invoke early termination of the Agreement under any circumstance, if she failed to meet her obligations stemming therefrom or if for reasons attributable to her, the Parties were unable to agree on any of the Annexes attached to the instant Agreement.

**Clause 6.3. Early satisfaction of obligations.** The Parties acknowledge that the Mexican State may request the IACHR to deem any of its obligations arising from the instant Agreement to be satisfied when the Victim has substantially failed to comply with any of her obligations arising therefrom and that prevent the Mexican State from satisfying its own obligations.

In turn, [after 3 years have elapsed from the signing of the Agreement] the Parties acknowledge that the Mexican State may request the IACHR to find its obligations set forth under Clauses 3.4 and 3.8 to be met if the Parties are unable to agree on the content of Annexes 1 and 2 due to causes attributable to the Victim.

**Clause 6.4. Procedure for early termination of the Agreement and early satisfaction of obligations.** Only the IACHR has the power to rule on whether early termination of the instant Agreement is appropriate or to deem any obligation arising therefrom to be satisfied.

In this regard, if either of the Parties wishes for the instant Agreement to be terminated early or for any obligation stemming therefrom to be deemed satisfied in advance, they must advise the IACHR and request it to rule thereon. The party moving for early termination of the Agreement or for a finding of early satisfaction of an obligation must attach to its communication to the IACHR the evidence that irrefutably proves that the grounds of Clauses 6.2 and 6.3 have been met.

Once the motion referenced above in the preceding paragraph has been received, the parties request the IACHR to advise the opposing party and to grant it a reasonable period of time to reply thereto and to introduce any evidence it deems pertinent.

In the event that the “Victim” requests early termination of the Agreement, after hearing both Parties, if the IACHR considers any of the grounds for early termination set forth in Clause 6.2 of the Agreement to have been met, the Parties will request it to proceed pursuant to Article 40.6 of the Rules of Procedure of the Inter-American Commission on Human Rights.

In the event that the Mexican State requests a finding of early satisfaction of an obligation of the Agreement, after having heard both Parties, if the IACHR considers any of the grounds set forth in Clause 6.3 to have been met, the Parties expressly agree and request 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 unilaterally terminate the instant Agreement.

The Parties acknowledge that the IACHR will be the only body with the authority to terminate the Agreement or to rule on early satisfaction of any of the obligations set forth therein.

## VII. APPLICABLE LAW, INTERPRETATION AND DISPUTE RESOLUTION

**Clause 7.1. Applicable law.** The basis for the instant Agreement is Article 48.f of the ACHR and Article 40 of the Rules of Procedure of the Inter-American Commission on Human Rights. The rights and obligations of the Mexican State and of the Victim arising from the instant Agreement are governed by the ACHR, the Rules of Procedure of the Inter-American Commission on Human Rights and the literal meaning of the provisions of the Agreement.

**Clause 7.2. Interpretation of the Agreement.** The Parties agree that for the resolution of any disagreement that may arise in the interpretation and/or implementation of the instant Agreement, firstly, the literal meaning of the terms of the Agreement will govern and, secondly, when the literal meaning of the terms of the Agreement is ambiguous or manifestly unreasonable, the interpretation that best protects the rights of the Victim will govern.

**Clause 7.3. Dispute resolution.** The Parties agree that should a disagreement arise regarding the interpretation and/or implementation of the instant Agreement, they are under the obligation to engage in effective and good faith negotiations to settle it.

Only when the negotiations fail, the Parties will submit the controversy to the arbitration of the IACHR, which is to act as mediator to settle it.

The Parties expressly waive any other avenue of dispute resolution that may exist under domestic legislation or international law.

## VIII. SUPERVISION AND APPROVAL OF AGREEMENT

**Clause 8.1. Joint request for supervision by the IACHR.** Pursuant to Article 48 of the Rules of Procedure of the Inter-American Commission on Human Rights, the Parties request the IACHR to supervise the instant Agreement.

In turn, pursuant to Article 40.5 of the Rules of Procedure of the Inter-American Commission on Human Rights, the Parties request the IACHR to issue an approval report within its Period of Sessions following the signing of the instant Agreement.

## IX. COMMENCEMENT

**Clause 9.1. Commencement.** The instant Agreement goes into effect at the time of the signing by all Parties to it.

Having read the Agreement and the Parties being aware of the scope and legal content thereof, they signed it in the margins and at the bottom on five copies in Mexico City, Federal District, on September 23, 2015.

### ADDENDUM TO FRIENDLY SETTLEMENT AGREEMENT Antonio Jacinto López SEPTEMBER 23, 2015

At **20:00 hours of September 28, 2015**, at the facilities of the Human Rights Defense Unit of the Secretariat of Government, with the presence of **Sara Irene Herrerías Guerra and Maurilio Santiago Reyes**, representative of the victims, a meeting was held to follow up on the friendly settlement agreement entered into on September 23, 2015.

## AGREEMENTS

**FIRST.-** The parties agree that the interpretation of the second paragraph of clause 3.2, in accordance with the observations of the IACHR, refers to the right of the family of the direct victim will have the right to cooperate with the investigations into the facts (sic), additionally the family members of the direct victim must cooperate with the investigations into the facts, additionally the family members of the direct victim must cooperate with the investigating authorities whenever their participation is necessary to exhaust a line of investigation or an investigatory step, without re-victimizing the victim.

**SECOND.-** The parties agree that the interpretation of clause 3.10 regarding training of public servants, will include holding a workshop under the responsibility of the representative of the victim run by civil society organizations, on topics Universal and Inter-American Human Rights System, with the attendance of a SEGOB representative, should it be required. The Mexican State may, at the request of the victim, propose public servants to attend as speakers at said course.

**THIRD.-** The parties agree that the interpretation of clause 3.13 with respect to the process of consultation on the protocol for implementation of precautionary measures, will include the victim's representative holding a forum of consultation with civil society in the city of Tlaxiaco. A representative of the SEGOB will appear at this forum to receive any conclusions that may be issued in turn.

The SEGOB will report the result of the forums on the protocol to the Government of Oaxaca.



**FOURTH.-** The parties agree that the interpretation of clause 3.13 regarding the process of consultation on the protocol for implementation of precautionary measures, the IACHR will be notified of them [the guidelines] for its reference, once the guidelines are issued.

**FIFTH.-** The parties acquiesce to finding the friendly settlement agreement fulfilled as it concerns the Public ceremony of acknowledgement of responsibility and public apology, which was held on September 23, 2015, in Reyes Heróles Hall of the Secretariat of Government. The SEGOB undertakes to deliver as soon as possible the videos and photographs of the event.

#### IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

15. The IACHR reiterates that according to Articles 48.1.f and 49 of the American Convention, this process 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.<sup>5</sup> The Commission also reiterates that the friendly settlement process provided for in the Convention allows for the disposition of individual cases in a non-adversarial manner; and it has proven to be an important vehicle for reaching solutions at the initiative of both parties and has been used in cases involving a number of different countries.

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

17. The IACHR notes that the parties signed an addendum to the friendly settlement agreement, on September 28, 2015, whereby the IACHR declares, based on the will of the parties, said addendum to be an integral part of the friendly settlement agreement entered into between the parties.

18. The Inter-American Commission appreciates the second declarative clause, recognizing international responsibility of the Mexican State for the violation of the right to life, humane treatment, a fair trial and judicial protection, enshrined in Articles 4, 5, 8 and 25 of the American Convention, to the detriment of Antonio Jacinto López.

19. As for clause 3.2 of the agreement, regarding the State’s duty to investigate and punish, on October 1, 2018, the State reported that in March 2018, through the SEGOB and the Office of the Attorney General of the State of Oaxaca, it submitted to Mrs. Julia Vásquez Bautista the plan and lines of investigation in case investigation file 789/TX/2011, relating to the homicide of Mr. Antonio Jacinto López. Mrs. Vazquez Bautista accepted the measures that are to be implemented. For his part, at the working meeting held on December 6 between the parties in the context of the 170<sup>th</sup> Session, the petitioner reported that no progress had been made on complying with this clause. In view of the information provided by the parties, the Commission finds partial compliance with this item of the FSA, and urges the State to continue to take the appropriate measures in the area of investigation and justice.

20. As for clauses 3.3, 3.4, 3.5 and 3.6, pertaining to comprehensive health care, on October 1, 2018, the State reported that it has provided medical care through the health institutions of the Government of the State of Oaxaca, noting that the medical appointments, both for the beneficiary and for her children, are conducted on a periodic basis. It underscored that these appointments include general examinations as well as specialized visits, as required by the beneficiaries. Likewise, it emphasized that all of the beneficiaries have a policy with the Seguro Popular, pursuant to the commitment regarding the health care roadmap consented to jointly with the beneficiaries of the agreement in February 2017. Additionally, at a working meeting held on December 6, 2018, between the parties, in the context of the 170<sup>th</sup> Session, the petitioner reported that Mrs.

<sup>5</sup> 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.*

Julia Vásquez has not received medical care that had been agreed upon the and, therefore, he requested for her to be granted a more practical avenue so the beneficiary can be given actual medical care. At that meeting, the State undertook to appoint a focal point in Guajaca to coordinate all matters related to comprehensive health care. In view of the information provided by the parties, the Commission finds partial compliance with item 3.3 of the FSA and total compliance with item 3.5 of the FSA and so declares it. With regard to items 3.4 and 3.6 of the FSA, the Commission considers them to be declarative items of the friendly settlement agreement.

21. As regards Clause 3.7, concerning academic scholarships, on October 1, 2018, the State reported that these scholarships have been paid on a yearly basis since 2015, on behalf of the children of Mr. López Martínez, who are currently in elementary and middle school. Furthermore, at the working meeting between the parties, held on December 6, 2018, in the context of the 170<sup>th</sup> Session, the petitioner expressed consent to find compliance with this section of the friendly settlement agreement. In this regard, since both parties confirmed fulfillment of the measure, the Commission finds that the State has complied with the commitment set forth in this item of the agreement and, consequently, declares total compliance with it.

22. With respect to Clause 3.8, pertaining to the public ceremony of acknowledgement of responsibility, based on the parties' reports, the ceremony was held on September 23, 2015, in the Reyes Heróles Hall of the Secretariat of Government. The ceremony was attended by authorities of the Secretariat of Government (SEGOB), the Secretariat of Foreign Affairs (SRE) and of the government of the State of Oaxaca. At this ceremony, the parties signed the friendly settlement agreement, in the presence of the beneficiaries and their representative. Additionally, the event was attended by different nationwide print media outlets, which posted the ceremony on several digital media outlets and [published it] in nationwide circulation newspapers. According to the State, the event was webcasted over the SEGOB webpage. The Commission was able to attest to the posting of the ceremony.<sup>6</sup>

23. The parties reported that the authorities attending the ceremony of acknowledgement of responsibility included senior officials of the Mexican State, such as: the Under Secretary for Human Rights; the Coordinator for Human Rights Action; the State Attorney General; the Secretary of Government; the Human Rights Ombudsman of the People of Oaxaca; the Head of the Legal Affairs Unit of the Secretariat of Government and the Deputy Director General for Democracy and Human Rights Cases of the Secretariat of Foreign Affairs. Also attending the ceremony was Mrs. Julia Vásquez Bautista, widow of Antonio Jacinto López Martínez and Licenciado Maurilio Santiago Reyes, as the victim's representative. In the words of the Mexican State Official:

*The State of Oaxaca acknowledges responsibility for these events and the infringements caused by this case and, therefore, we apologize to the direct and indirect victims. [...]*

1. *The Mexican State acknowledges international responsibility for the acts:*
  - a. *Deprivation of life of Mr. Antonio Jacinto López Martínez.*
  - b. *For the impacts on family unity arising from the acts.*
  - c. *For the absence and lack of expertise in the investigation into the aforementioned acts and the judicial proceedings, and therefore for failing to exercise due diligence.*
2. *As a consequence of the aforementioned responsibility, the Mexican State hereby respectfully apologizes to the family of Don Antonio Jacinto López Martínez.*
3. *This apology is issued on the basis of acknowledgement of the events, respect for the lives and dignity of every person impacted, as well as for the community and social life of Oaxaca.*

*This acknowledgement of responsibility and apology are also intended to contribute to help to mend the social fabric that has been torn apart by the events referenced above, as well as the disruption to the process of building democratic rule of law, which was caused by the acts themselves.*

<sup>6</sup> See the webpage [gob.mx](http://gob.mx), La Secretaría de Gobernación encabeza Acto Público de Reconocimiento de Responsabilidad [“The Secretariat of Government heads Public Ceremony of Recognition of Responsibility”], posted September 25, 2015. Available electronically at: <https://www.gob.mx/segob/prensa/la-secretaria-de-gobernacion-encabeza-acto-publico-de-reconocimiento-de-responsabilidad>

24. For his part, Commissioner James Cavallaro, who attended the event in the capacity of witness of honor, underscored the importance that the IACHR attaches to the fact that the Secretariat of Government has undertaken the commitment and that it has resulted in this agreement. The Commissioner used the occasion to issue an appeal to citizens to assertively participate in the development of best practices of human rights in the region.

25. In view of the information provided by both parties, the event program, which was provided by the State, as well as the provisions of the 5<sup>th</sup> clause of the addendum to the agreement, where the Parties agree to consider this Clause to be fulfilled, the IACHR finds total compliance with clause 3.8 of the Agreement and so declares it.

26. As for Clause 3.9, regarding dissemination of the public ceremony of acknowledgement of responsibility, on December 28, 2015, the State provided the IACHR with links to the posts it uploaded onto several webpages, including the pages of the SEGOB, SRE and on media outlets such as Televisa, Radio Fórmula and WRadio. On February 28, 2019, the State submitted to the Commission proof of publication in the daily newspapers La Jornada, El Economista, Sin Embargo, El Nacional, El Sol de México, Reforma. Additionally, on March 22, 2019, the State provided a copy of the publication of the daily newspaper Contralínea. Based on the foregoing, the IACHR declares partial compliance with clause 3.9 of the agreement and the fifth clause of the addendum thereto and awaits proof of publication on the webpage of the Government of the State of Oaxaca, in both Spanish and Triqui languages as established in the agreement. Likewise, the IACHR awaits the delivery by the State of the videos and photographs of the event, as agreed by the parties in the fifth clause of the addendum to the friendly settlement agreement.

27. As concerns Clause 3.10, concerning the training courses for public servants of the State of Oaxaca, on October 1, 2018, the State reported that the SEGOB, in coordination with the Superior Court of Justice of the State of Oaxaca, conducted the *“Training Course on Human Rights in light of the Case of Antonio Jacinto López Martínez.”* Said course was held on October 19 and 20, 2017, in the Palacio de Gobierno of the City of Oaxaca and the event was attended by 120 people from the Executive, Legislative and Judicial Branches of the State of Oaxaca. Also attending were world-renowned speakers and experts on the implementation of precautionary measures of the Inter-American Commission on Human Rights. For his part, in a communication of September 22, 2018, the petitioner reported that the courses were in fact held on the date noted by the State and, therefore, he considered this clause to be totally fulfilled. Based on the information provided by the parties, the IACHR finds total compliance with Clause 3.10 of the agreement and so declares it.

28. With regard to Clauses 3.11, 3.12, 3.13 and 3.14, pertaining to the protocol for implementation of IACHR precautionary measures and the draft legislative bill, on October 1, 2018, the State reported that with the support of the organization “Enfoque DH,” the *“General Guidelines for the Process of Intake, Processing and Implementation of Precautionary and Provisional Measures of the Inter-American Human Rights System for the Human Rights Defense Unit of the Secretariat of Government”* were drafted, for the purpose of establishing the procedures to be followed by the State to implement the precautionary and provisional measures ordered by the bodies of the Inter-American Human Rights System, governed by the principles of good faith, differential and specialized approach, maximum protection, due diligence and non-discrimination.

29. Likewise, on April 23, 2018, in the auditorium of the neighborhood of San Diego of the city of Tlaxiaco, the forum *“Dialogue for the creation of a Protocol on the General Guidelines for the Process of Intake, Processing and Implementation of Precautionary Measures granted by national and international Human Rights Defense Bodies”* was held, and was attended by Commissioner Esmeralda Arosemena de Troitiño, the Human Rights Ombudsman of the People of Oaxaca, representatives of the Federal and State Governments, members of civil society organizations and beneficiaries of precautionary measures from the state. In this regard, the Commission highlights the importance of the activity of the forum for the preparation of the protocol for the implementation of precautionary measures and the great support of the participation of the Commission by the community.

30. On August 31, 2018, a working meeting convened by the IACHR was held, where the Centro de Derechos Humanos y Asesoría a Pueblos Indígenas and representatives of the victims gave their observations and proposals on the general guidelines for the implementation of precautionary measures proposed by the Mexican State. The Mexican State also reported that it made the changes to the protocol for the implementation of precautionary and provisional measures, as requested by the petitioner.

31. On February 12, 2019, at the working meeting held in the context of the 171<sup>st</sup> IACHR Session, the parties agreed that the new name of the protocol would be "*Protocolo para la Instrumentalización e Implementación de Medidas de Protección del Sistema Interamericano, Universal y Nacional de Derechos Humanos.*" They further agreed on the following roadmap for the publication of the protocol:

**Roadmap for the Publication of the Protocol on Precautionary Measures  
February 12, 2019**

*Within a period of 3 months from the publication of the Approval Report, the State must:*

- a) *Publish it in an official register;*
- b) *Officially launch the protocol at a public ceremony in Oaxaca, with the participation of the IACHR;*
- c) *Print the protocol and post it on the SEGOB webpage.*

32. In this regard, based on the information provided by the parties, the Commission finds total compliance with items 3.11, 3.12 and 3.13 and so declares it.

33. The Commission also understands that the roadmap for the publication of the protocol agreed upon by the parties provides substance to Clause 3.14 of the friendly settlement agreement with regard to dissemination of the protocol and, as such, it understands it to be an integral part of the FSA and so declares it. Regarding this item, the Commission finds that it is still pending compliance and so declares it. The Commission awaits compliance with the roadmap for publication of the protocol as agreed by the parties on February 12, 2019 to be able to declare total compliance with this item.

34. As for Clause 3.15, relating to the legislative bill based on the protocol for implementation of precautionary and provisional measures, the State reported on October 1, 2018 that the document titled "Structure and content of the central items of the legislative bill of the State of Oaxaca about precautionary measures in the context of compliance with the friendly settlement agreement relating to the case of Antonio Jacinto Lopez" was drafted jointly with the petitioner, listing the major elements that would be included in the proposal for the legislative bill. Additionally, at the working meeting held between the parties in the context of the 170<sup>th</sup> Session of the IACHR, the petitioner reported that he hoped that the draft bill would become law in the future, but he acknowledged that the State's commitment was to introduce a legislative bill and that when this took place, the petitioner would consider there to be total compliance with this clause. Based on the information provided by the parties, the Commission finds that there has been partial compliance with this item of the agreement and so declares it. The Commission awaits the State's confirmation of introducing the legislative bill in order to assess total compliance with this item.

35. With respect to Clauses 3.16, 3.17 and 3.18, pertaining to compensation for non-pecuniary and pecuniary damages, respectively, on October 1, 2018, the State reported that on November 11, 2015, cashier's checks, drawn on Banco Santander, were given to Mrs. Julia Vásquez Bautista for the amounts established in the friendly settlement agreement. The State also submitted the administrative record of the delivery of the checks and an uncertified photocopy thereof. For his part, at a working meeting held between the parties in the context of the 164<sup>th</sup> Session of the IACHR, the petitioner reported that in fact the State had made the compensation payment, as established in the agreement. In view of the information provided by the parties, the IACHR finds total compliance with clauses 3.16 and 3.17 of the agreement.

36. Based on the foregoing reasons, the IACHR finds that there is total compliance with Clauses 3.5 (incorporation into the people's health insurance program); 3.7 (academic scholarships); 3.8 (public ceremony of acknowledgement of responsibility); 3.10 (training course for public servants of the State of

Oaxaca); 3.11, 3.12 and 3.13 (regarding the protocol for precautionary measures); 3.16, 3.17 and 3.18 (financial compensation), and so declares it.

37. Additionally, as for Clauses 3.2 (investigation); 3.3 (comprehensive health care); 3.9 (dissemination of the public ceremony of acknowledgement of responsibility); and 3.15 (draft legislation for the establishment of a procedure to implement precautionary measures), the Commission understands that the State has begun to adopt measures for the implementation thereof and, therefore, finds that there is partial compliance with those items of the agreement and so declares it. Regarding Clause 3.14 (dissemination of the protocol of precautionary measures), the Commission finds that it is pending compliance and so declares it.

38. Finally, the IACHR finds that the rest of the content of the friendly settlement agreement is of a declarative nature and, as such, it will continue to supervise implementation of the execution clauses cited above for which there still has not been full compliance (3.2, 3.3, 3.9, 3.14 and 3.15).

## **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 for them having reached a friendly settlement in the instant matter, on the basis of respect for human rights, and consistent with the object and purpose of the American Convention.

2. By virtue of the considerations and conclusions set forth in this report,

### **THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS**

#### **DECIDES:**

1. To approve the terms of the agreement entered into by the parties on September 23, 2015, as well as the addendum to the friendly settlement agreement, signed by the parties on September 28, 2015.

2. To declare the addendum to the FSA dated September 28, 2015 as well as the roadmap of February 12, 2019, to be an integral part of the friendly settlement agreement.

3. To declare total compliance with Clauses 3.5 (incorporation into the people's health insurance system); 3.7 (academic scholarships); 3.8 (public ceremony of acknowledgement of responsibility); 3.10 (training course for public servants of the State of Oaxaca); 3.11, 3.12 and 3.13 (regarding the precautionary measure implementation protocol); 3.16, 3.17 and 3.18 (financial compensation) of the friendly settlement agreement.

4. To declare partial compliance with Clauses 3.2 (investigation); 3.3 (comprehensive health care); 3.9 (dissemination of the public ceremony of acknowledgement of responsibility); and 3.15 (legislative bill to establish a procedure for the implementation of precautionary measures).

5. To declare as pending compliance Clause 3.14 (dissemination of the precautionary measure implementation protocol).

6. To carry on with supervision of Clauses 3.2, 3.3, 3.9, 3.14 and 3.15 of the friendly settlement agreement until the total compliance therewith, based on the analysis set forth in this Report. For this purpose, to remind the parties of their commitment to periodically report to the IACHR on their compliance.

7. To make the instant report public and include it in the IACHR's Annual Report to the OAS General Assembly.

Approved by the Inter-American Commission on Human Rights on April 8, 2019. (Signed): Esmeralda E. Arosemena Bernal de Troitiño, President; Antonia Urrejola, Second Vice-President; Francisco José Eguiguren, Margarete May Macaulay, Flávia Piovesan y Luis Ernesto Vargas, Members of the Commission.