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**REPORT No. 114/23**  
**CASE 12.673**  
REPORT ON FRIENDLY SETTLEMENT

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BRAZIL

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**I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS**

1. On December 9, 2004, the Inter-American Commission on Human Rights (hereinafter "the Commission" or "IACHR") received a petition filed by the Centro de Justicia Global, the *Sindicato dos Trabalhadores Rurais de Rondon do Pará*, the *Comissão Pastoral da Terra* (CPT), and *Terra de Direitos*, (hereinafter "the petitioners" or "petitioning party"), alleging the international responsibility of the Federative Republic of Brazil (hereinafter "State" or "Brazilian State" or "Brazil"), for the violation of the human rights enshrined in Articles 4 (right to life), 5 (right to humane treatment), 7 (personal liberty), 8 (fair trial), and 25 (judicial protection), in relation to Article 1. 1 (obligation to respect) of the American Convention on Human Rights, (hereinafter "Convention" or "American Convention"), to the detriment of Jose Dutra da Costa, union leader and President of the Union of Rural Workers of Rondon do Pará (hereinafter "alleged victim"), derived from his alleged homicide and from the failure to investigate and punish those responsible for the events that allegedly occurred in the state of Pará.

2. On October 16, 2008, the Commission issued its Admissibility Report No. 71/08, in which it concluded that it was competent to hear the present case and that the petition was admissible for the alleged violation of Articles 4 (right to life), 5 (right to humane treatment), 8.1 (judicial guarantees), 16 (right to freedom of association) and 25 (guarantees of judicial protection), to the detriment of Jose Dutra da Costa.

3. On April 17, 2009, the parties initiated the friendly settlement proceeding, which materialized with the signing of an Friendly Settlement Agreement (hereinafter FSA) on December 16, 2010.

4. On October 5, 2022, the petitioner requested the Commission, within the framework of the implementation of Resolution 3/20 on differentiated actions to address the procedural backlog in friendly settlement procedures, to approve and publish the friendly settlement agreement reached in this case. This information was sent to the State for its information.

5. This friendly settlement report, in accordance with Article 49 of the Convention and Article 40(5) of the Commission's Rules of Procedure, contains a summary of the facts alleged by the petitioners and a transcription of the friendly settlement agreement signed on December 16, 2010 by the petitioners and representatives of the Brazilian State. Likewise, the agreement signed between the parties is approved and it is agreed that this report will be published in the Annual Report of the IACHR to the General Assembly of the Organization of American States.

**II. THE FACTS ALLEGED**

6. According to the petitioner, José Dutra da Costa was the president of the Union of Rural Workers of the Municipality of Rondon do Pará (*Sindicato dos Trabalhadores Rurais do Município de Rondon do Pará*, hereinafter "the Union"), located in the state of Pará. The victim allegedly played a central role as a representative of rural agricultural workers in the aforementioned state because he had filed complaints about the alleged existence of workers in a situation akin to slavery, clandestine cemeteries on private property, and about the alleged deaths of social leaders and rural workers to the hands of landowners in the region. In addition, the alleged victim is said to have encouraged the struggle for the implementation of agrarian reform. As a result of these activities, police authorities reportedly found human remains on a private ranch in the region.

7. The petitioners indicated that, as a result of the events described above, the alleged victim had begun to receive threats seeking to stop his activities in the Union and to force him to refrain from filing complaints and promoting land occupations. Mr. da Silva reportedly disclosed and answered these threats publicly during the activities of the organization he presided over and through the media. The alleged victim allegedly blamed the threats on a group of landowners in the region who allegedly had political influence in the state of Pará.

8. According to the petitioner, José Dutra da Costa was allegedly killed by three gunshots in front of his residence on November 21, 2000. The victim allegedly fought with his killer, Wellington de Jesús Silva, when he was already wounded and managed to throw him into a well where citizens reportedly found him and subsequently arrested him. As a result of the events described above, the perpetrator was caught in flagrante delicto. The petitioners stated that the murder of the alleged victim occurred in a context of similar events that occurred in the region, which continue to occur up to the date of the filing of the petition, such as alleged situations of insecurity, threats and deaths of leaders of rural workers in Rondon do Pará.

9. The petitioners reported that police investigation (*Inquérito Policial*) No. 031/2000 was initiated on December 7, 2000, which, among other things, ordered the arrest of those who had acted as intermediaries in the crime, who were still at large until the petition was filed. Therefore, the police investigation was reportedly put on hold after it had been initiated.

10. On December 1, 2000, police authorities allegedly concluded that the material author of the crime was Wellington de Jesus Silva, and also confirmed the participation of Givaldo José Pereira, Ygoismar Mariano da Silva and Rogerio de Oliveira Dias as intermediaries, and Decio José Barroso Nunes as the alleged mastermind.

11. The petitioners alleged that on December 7, 2000, the Office of the Public Prosecutor filed a complaint against four of the five persons identified to have committed the crime: Wellington de Jesus Silva, Ygoismar Mariano da Silva, Rogerio de Oliveira Dias, and Decio José Barroso Nunes, which gave rise to Criminal Action No. 046/000. According to the Office of the Public Prosecutor, Decio José Barroso Nunes acted as the mastermind of the crime, Ygoismar Mariano da Silva and Rogerio de Oliveira Dias as intermediaries, and Wellington de Jesus Silva as the material perpetrator. In addition, preventive detention was ordered for the intellectual author of the crime, which was revoked by the Court of Justice of Pará, on December 14, 2000, through a habeas corpus action. Louviran de Souza Costa and Domicio de Souza Neto were also reportedly charged in a separate case from those of the other alleged perpetrators of the crime.

12. According to the petitioners, due to a pending expert opinion, the proceedings were reportedly paralyzed for a little more than three years, from April 20, 2001, to April 27, 2004. The only defendant who was actually brought to trial was Wellington de Jesus Silva, since the criminal proceedings against the two fugitives Ygoismar Marian da Silva and Rogerio de Oliveira Dias were reportedly suspended. On November 13, 2006, the material author of the crime was sentenced to 29 years in prison, by unanimous vote in the jury trial. After the appeal decided in favor of Wellington de Jesus Silva, the defendant was again submitted to trial where, however, the conviction was confirmed by a final decision that was reportedly issued on April 12, 2007. On May 27, 2008, the petitioners reported that Wellington de Jesus Silva had been authorized to leave the penitentiary where he was being held in order to spend the holidays with his family, and he seized the opportunity to run away and was still at large at the time.

13. The petitioners point out that the trial of the mastermind of the crime, Decio José Barroso Nunes, was allegedly paralyzed from April 20, 2001 to March 9, 2004. On March 26, 2007, the judge ruled that there was no evidence of a willful crime (*Impronúncia*) on the part of the accused. On May 27, 2008, the petitioners reported that the co-prosecutor filed an appeal pending before the Court of Justice of Pará.

14. According to the petitioners, Maria Joel Dias da Costa, wife of the alleged victim and president of the Rural Workers' Union of Rondon do Pará, had been the target of threats from anonymous phone calls, persecution, and the presence of armed individuals in the vicinity of her home. On April 27, 2007, Mrs. Dias da Costa was reportedly approached at the Union by Luis Gonçalves da Silva, who told her that he had been hired

by a landowner to assassinate her, but that he would not do so because he knew of her struggle. He allegedly demanded payment in order to leave town without doing the job. The petitioners alleged that the landowner in question was Decio José Barroso Nunes.

15. The petitioners stated that the State did not take preventive measures to guarantee the victim's right to life, despite the fact that the situation of insecurity and a history of violence in the area were of public knowledge, and that requests for protection had been filed with the competent authorities. The petitioners also alleged that the victim's right to physical integrity had been violated prior to his murder, since several complaints had been filed regarding threats against his life and physical integrity, and the authorities had not taken the necessary measures to protect him. In addition, the petitioners referred to an alleged violation of the victim's personal liberty due to an arrest warrant issued by a judge on the basis of statements the victim allegedly made to the press regarding the eviction of landless workers.

16. The petitioners indicated that none of those responsible for the events described were punished by a final judgment, thus violating the right to due process and access to justice of the victim's next of kin. According to the petitioners, there had allegedly been an unwarranted delay in the domestic jurisdictional proceedings because, since the death of Mr. da Silva, the investigations and criminal actions initiated had not resulted in the punishment by a final judgment of those responsible for the crime. This delay was allegedly the result of the State's conduct, which allegedly failed to conduct a prompt, serious and effective investigation.

### **III. FRIENDLY SETTLEMENT**

17. On December 16, 2010, the parties signed a friendly settlement agreement. The text of the friendly settlement agreement submitted to the IACHR is transcribed below:

#### **FRIENDLY SETTLEMENT AGREEMENT Case N° 12.673 - José Dutra da Costa**

1. The Brazilian State, represented by the Union, through the Secretariat of Human Rights of the Presidency of the Republic (SDH/PR), the Ministry of Agrarian Development (MDA), the National Council of Justice (CNJ) and the State of Pará, and the family members of José Dutra da Costa, represented by the Global Justice Center, the Union of Rural Workers of Rondo de Pará and the Marabá Pastoral Land Commission (CPT) (hereinafter, the "Petitioners"), enter into this Friendly Settlement Agreement, in order to conclude Case No. 12,673 which is being heard by the Inter-American Commission on Human Rights of the Organization of American States (IACHR/OAS).
2. Case No. 12,673 refers to the homicide of José Dutra da Costa, union leader and President of the Rural Workers Union of Rondon de Pará, State of Pará, which occurred on November 21, 2000.
3. The purpose of this Friendly Settlement Agreement is to establish concrete measures to guarantee the reparation of the material and moral damages suffered by the victim's next of kin, in response to their claims, as well as to prevent possible new violations, and to close Case 12,673 upon full compliance.

#### **I. ACKNOWLEDGMENT OF RESPONSIBILITY**

4. The Brazilian State recognizes its international responsibility for the violation of the right to life, physical integrity, freedom of association, judicial protection and judicial guarantees and the State's obligation to guarantee and respect the rights, all protected by the American Convention on Human Rights, in relation to the victim in this case and her next of kin.

5. The acknowledgment of international responsibility by the Brazilian State and the apology will take place at a public ceremony to be held in 2011, at the Rural Workers Union of

Rondon de Pará, on the occasion of the unveiling of the plaque in honor of the victim, with the presence of federal and state authorities, the petitioners and, if they so wish, the victim's next of kin.

6. The Brazilian State, through the Human Rights Secretariat of the Presidency of the Republic, the National Court of Justice, the National Council of Justice and the State of Pará, will promote the publication of the summary of this agreement in the Official Gazette. The State of Pará undertakes to publicize the conclusion of the agreement and the press release will have the consent of the victim's next of kin.

## **II. CRIMINAL AND CIVIL LIABILITY**

7. The Brazilian State, through the National Court of Justice, the National Council of Justice (CNJ) and the Court of Justice of the State of Pará, undertakes to follow up and give priority to the progress of the criminal proceedings initiated against those accused of the murder of José Dutra da Costa, which occurred on November 21, 2000.

8. The Brazilian State, through the State of Pará, will appoint a team of Civil Police investigators with the urgent task of serving the arrest warrants against defendants Wellingsos de Jesus Silva, Igoismar Mariano and Rogério Dias.

## **III. REPARATION MEASURES**

### **III.1 SYMBOLIC REPARATION**

9. The State of Pará will build a "commemorative monument to honor the struggle for the possession of the land", in a place to be indicated by the State itself, in the municipality of Marabá.

### **III.2 COMPENSATION**

10. The Brazilian State, in order to compensate the moral and material damages suffered by the victim's next of kin as a consequence of the violations already recognized, will pay the sum of R\$50,000 (fifty thousand reais), of which R\$40,000 (forty thousand reais) will be paid by the State of Pará and R\$10,000 (ten thousand reais) by the Union, represented by the Secretariat of Human Rights of the Presidency of the Republic.

11. The State of Pará will grant a legal, lifelong, exclusive and non-transferable pension, of a special nature, in the monthly amount of R\$ 765 (seven hundred and sixty-five reais) to the widow of the victim, in accordance with a bill initiated by the Executive Branch to be approved by the Legislative Assembly of the State. The pension readjustment will be made by means of the same index applied to the salary readjustment of basic level state civil servants.

### **III.3 PARTICIPATION IN STATE PROGRAMS AND PROJECTS**

12. The State of Pará shall guarantee the effective participation of the victim's next of kin in assistance and educational programs and projects, once the pertinent legal requirements have been met. The amounts of compensation covered by this Agreement shall not be taken into account for the purpose of limiting entry or permanence in such programs.

13. The State of Pará will provide computers and the corresponding furniture for the installation of an "Infocenter" with Internet access, for use by the community, and will provide training so that the users themselves ensure the operation of the equipment. The "Infocentro" will be installed in Vila Gavião, in the Gaviões Settlement Project, located in the rural area of Rondon do Pará.

14. The Brazilian State, through the Union and the State of Pará, in coordination, will seek partnerships with state and federal agencies to renovate the Union of Rural Workers of Rondon do Pará building and adapt it to a Professional Qualification Center for urban and rural workers.

15. The Brazilian State undertakes to promote and improve the Program for the Protection of Human Rights Defenders in the State of Pará, as well as to establish its legal structure and provide it with the necessary resources for its execution.

16. The Brazilian State, through the Secretariat of Public Security of the State of Pará, undertakes to support the State Coordination of the Program for the Protection of Human Rights Defenders, making available to it the protection measures within its reach.

17. The Brazilian State, through the Public Defender's Office of the State of Pará, will propose the creation of a working group to study the structural aspects that have led human rights defenders to face a situation of vulnerability. This group will be coordinated by the Public Defender's Office of the State of Pará.

18. The Brazilian State, through the Public Security Secretariat of the State of Pará, will create a team responsible for the execution of arrest warrants issued in police investigations and criminal actions arising from conflicts in the countryside.

19. The Pastoral Land Commission of Marabá undertakes to send a proposal to the National Agrarian Audit of the Ministry of Agrarian Development, to propose a partnership to support the legal work of the people's lawyers in the State of Pará, within the scope of the Peace in the Countryside Program.

20. The Brazilian State, through the National Agrarian Audit Office of the Ministry of Agrarian Development, will take steps with the National Institute of Colonization and Agrarian Reform (INCRA) and the Land Institute of Pará to expedite the settlement of the families settled on the Santa Mônica, Bela Vista, Água Branca and Rondônia farms, located in Rondon do Pará.

21. The Brazilian government, through the National Agrarian Audit of the Ministry of Agrarian Development, will take steps to complete rural electrification in the Nova Vitória, José Dutra da Costa and Água Branca Settlement Projects, located in Rondon de Pará.

22. The Brazilian State, through the Ministry of Agrarian Development and the State of Pará, in a coordinated manner, will build artesian wells in the Nova Vitória, José Dutra da Costa and Água Branca Settlement Projects.

23. The Brazilian State, through the Ministry of Agrarian Development, commits to include in the 2011 operating plan of INCRA's Marabá Regional Superintendency (SR-27) the necessary resources to improve infrastructure in the settlements located in the municipality of Rondon do Pará, as well as to provide technical assistance to the settlers.

24. The State of Pará shall prioritize the filing of legal actions seeking the recovery of irregularly occupied state public lands, in compliance with current state legislation and taking into account the information and documentation to be delivered by the petitioners to the State, in support of legal actions.

25. The Brazilian State, through Iterpa, will implement the Public Land Registry System in the land titles issued by the State of Pará, as provided for in Law No. 10,267, of August 28, 2001, governed by Decree No. 4,449, of October 30, 2002.

#### IV. PREVENTION MEASURES

26. The Brazilian State is committed to improving the administrative mechanisms that allow for greater joint action between Incra and Iterpa for land leasing, expropriation, and the creation of settlement projects.

27. The Brazilian State, through the National Internal Affairs Office (*Corregedoria Nacional de Justiça*) of the CNJ, is committed to making possible the inclusion of proceedings related to agrarian conflicts in the *Projeto Justiça Plena*, which monitors socially relevant proceedings, through the indication of the Human Rights Secretariat of the Presidency of the Republic, making the criteria of this Project mandatory.

28. The Brazilian State, through the Court of Justice of the State of Pará, undertakes to support and improve the work developed by the Commission for the Follow-up of Criminal Actions arising from territorial conflicts.

#### V. FOLLOW UP MECHANISM

29. The Brazilian State and the petitioners undertake to transmit to the IACHR, as of the date of execution of this Agreement, annual reports on compliance with its terms.

30. The parties request that the IACHR homologate this Friendly Settlement Agreement and archive the case once all the obligations stipulated in the agreement have been complied with.

#### IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

18. The IACHR reiterates that in accordance with Articles 48(1)(f) and 49 of the American Convention, the purpose of this procedure is to “reach a friendly settlement of the matter based on respect for the human rights recognized in the Convention.” The acceptance to pursue this process expresses the good faith of the State to comply with the purposes and objectives of the Convention pursuant to the principle of *pacta sunt servanda*, by which States must comply with the obligations assumed in the treaties in good faith.<sup>1</sup> It also wishes to reiterate that the friendly settlement procedure set forth in the Convention allows for conclusion of individual cases in a non-contentious manner, and has proven, in cases involving a variety of countries, to provide an important vehicle for resolution that can be used by both parties.

19. The Inter-American Commission has closely monitored the development of the friendly settlement reached in this case and appreciates the efforts made by both parties during the negotiations to reach this friendly settlement, which is compatible with the object and purpose of the Convention.

20. In light of IACHR Resolution 3/20 on Differentiated Actions to Address the Procedural Backlog in Friendly Settlement Agreement Procedures, the parties will have two years since the agreement is signed to advance towards its homologation by the Inter-American Commission on Human Rights, except for duly qualified exceptions by the Commission. In relation to those matters with a signed agreement and without homologation in which this term has expired, the Commission will determine its course of action taking into particular consideration the duration of the compliance phase, the date of presentation of the petition and the existence of fluent dialogues between the parties and/or substantial progress in the compliance phase. In said Resolution, the Commission established that in assessing the viability of the approval of the agreement, or the closure or maintenance of the negotiation process, the IACHR will consider the following elements: a) the content of the text of the agreement and whether it has a full compliance clause previously to its homologation; b) the nature of the agreed measures; c) the degree of fulfillment thereof, and in particular the substantial execution of the commitments assumed; d) the will of the parties in the agreement or in a subsequent written

<sup>1</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.

communication; e) its suitability with human rights standards and f) the observance of the State's will to fulfill the commitments assumed in the FSA friendly settlement agreement, among other elements.<sup>2</sup>

21. In view of the fact that 13 years have elapsed since the signing of the friendly settlement agreement, that the petition was filed 18 years ago, on December 9, 2004, and that the petitioning party has requested its approval, it is necessary to determine the course of action in the present case and to assess the appropriateness of the approval in light of the objective criteria established by the Commission in Resolution 3/20.

22. With regard to the content of the text of the agreement, the Commission notes that, as established in paragraph V, clause 30 of the agreement on the follow-up mechanism of the friendly settlement agreement, the parties request the IACHR to ratify the agreement and homologate it once all the obligations set forth therein have been complied with.

23. In relation to the nature of the measures agreed upon, it is noted that the agreement contains 24 clauses, of which 4 are of instantaneous execution<sup>3</sup> and 20 can be described as implementation or consecutive nature clauses.<sup>4</sup>

24. In relation to the degree of compliance with the agreement, the Commission will next evaluate the progress made in relation to each of the clauses of the agreement.

25. The Inter-American Commission values the declarative clause I.4, in which the Brazilian State recognizes its international responsibility regarding the violations of the rights to life, personal integrity, freedom of association, judicial protection and judicial guarantees and the State's obligation to guarantee and respect human rights enshrined in Article 1 of the American Convention on Human Rights.

26. In relation to clause I.5, referring to the act of acknowledgement of responsibility, request for public apology and unveiling of a plaque in homage to the victim, both parties have reported throughout the negotiation that the request for apology was made on November 22, 2011. Regarding the unveiling of the plaque, on February 5, 2020, the petitioners indicated that the parties agreed that the plaque would be unveiled when the Professional Qualification Center in Rondón do Pará (Infocentro) was built. The petitioners also informed that the Center would no longer be located at the headquarters of the Rural Workers Union, but on land that was in the process of being donated by the Municipality of Rondón do Pará. On February 5, 2020, the petitioner stated that it considered this clause to be partially fulfilled and on June 12, 2020, the petitioner reiterated the information previously submitted and suggested a text to be added to the plaque. Subsequently, on March 2, 2021, the petitioners indicated that they had a bilateral meeting with the State in December 2020, in which the State indicated that it intended to move forward with the adaptation of the Infocenter by June 2021.

27. On July 7, 2020, the State reported that, in the second half of 2018, on the occasion of a mission carried out by the federal government to the state of Pará, it was agreed that the State Secretariat of Justice and Human Rights (SEJUDH) would promote the construction of the plaque, according to the text proposed by the petitioning party. In addition, it reported that on April 27, 2020, a meeting was held between the SEJUDH,

<sup>2</sup> In this regard see, IACHR, Resolution 3/20 on Differentiated Actions to Address the Procedural Backlog in Friendly Settlement Agreement Procedures, approved on April 21, 2020.

<sup>3</sup> Clauses: 1.5 (act of recognition and installation of plaque), I.6 (publication of the FSA), III.2.10 (economic compensation) and III.9 (construction of monument).

<sup>4</sup> Clauses: II. 7 (Monitoring and prioritization of criminal action); II.8 (Prioritization of investigation), II.8 (Execution of arrest warrants), III.2.11 (Pension for widow), III.3.12. (Inclusion in assistance and education programs), III.3.13 (Installation of Information Center), III.3.14 (Renovation of Union building), III.3.15 (Promote Protection Program for defenders), III.3.16 (Support the Coordination of the Protection Program for defenders), III.3.17 (Working Group on studies on structural problems of defenders), III.3.18 (Team for the enforcement of arrest warrants), III.3.19 (Association to support legal work), III.3.20 (Family settlement actions), III.3.21 (Rural electrification of settlements), III.3.22 (Construction of wells in settlements), III.3.23 (Provide funds to improve settlement infrastructure), III.3.24 (Prioritization of land restitution demands), III.3.25 (Implementation of land registry system), IV.26 (Improve administrative mechanisms for expropriation and settlements), IV.27 (Inclusion of agrarian conflict processes in the Justice Project) and IV.28 (Support the Commission for Follow-up of Criminal Actions) of the FSA.



represented by the then Secretary, and the Special Advisor's Office for International Affairs of the Ministry of Women, Family and Human Rights, at which it was agreed to resume the execution of the friendly settlement agreement. However, the State informed that the Secretary and his team were removed from their positions, opening a process of restructuring of the Secretariat. It also indicated that when the normal rhythm of operation of the organ is resumed, the steps for the construction of the plaque will be carried out. On November 30, 2020, the State informed that there is no progress in the fulfillment of the clause and highlighted that on December 3, 2020, a mission to the State of Pará would be carried out and that it planned to hold a meeting with the petitioners to discuss the issue.

28. Finally, on June 21, 2021, the State informed that the SEJUDH would promote the construction of the plaque, according to the wording already agreed upon, but that they had not yet announced the delivery date. It also stated that, since December 2020, the process of contracting services for the construction and affixing of the plaque had already been underway, but that it had been paused in order to also include plaques that would serve as symbolic reparations in other cases being processed at the IACHR. Finally, it stated that, although the clause states that the plaque should be placed at the Union's headquarters in Rondon do Para, it was agreed that it would be more appropriate for it to be installed at a school under construction in that municipality. Taking into consideration the information provided by the parties, the Commission considers that point 5 of Clause I is partially complied with and so declares it.

29. Regarding clause I.6, on the publication of the agreement, the parties confirmed that the publication in the *Diario Oficial da União* took place on July 27, 2011 and that the publication in the *"Diário Oficial do Estado do Pará"* took place on August 4, 2011. Finally, in the communication of February 5, 2020, the petitioners stated that they considered this clause to be fully complied with. Taking into consideration the information provided by the parties, the Commission considers that point 6 of Clause I of the agreement is fully complied with and so declares it.

30. With respect to clause II.7, on the commitment assumed by the State to accompany and prioritize the progress of the criminal action against those accused of the homicide of Jose Dutra da Costa, the State provided information on the progress of the investigation in May 2015, which was confirmed by the petitioners on February 5, 2020. According to the reports of the parties, it is noted that the four persons implicated in the facts were sentenced to between 12 and 29 years in prison. However, they are fugitives from justice. According to the information submitted by both parties, the Commission considers that this part of the agreement has been partially complied with and so declares it.

31. With regard to clause II. 8, on the creation of a team of Civil Police investigators with the priority of carrying out the prison orders against those accused of the death of Dutra Da Costa, Messrs. Wellington de Jesús Silva, Igoismar Mariano, and Rogério Días, throughout the negotiation, the parties have reported that said team was appointed on November 21, 2011, through Ordinance No. 447/2011-DGCP/DIVERSOS. However, the petitioning party reported that it did not have updated information on the results of the police action. Additionally, on July 7, 2020, the State reported that new efforts were made as of the second half of 2018, when the General Delegate of the Civil Police of the state of Pará appointed a team of police officers attached to the Interstate Police to prioritize action against the three defendants. However, the State highlighted that these efforts have so far been unsuccessful. For its part, throughout the negotiation, the petitioning party has reported on the shortcomings in the criminal investigation and in the arrest warrants for the four individuals implicated in the death of José Dutra Da Costa. In its report of February 5, 2020, it indicated that in 2019 new arrest warrants were submitted to the Public Security Secretariat of the state of Pará to be served; however, to date there allegedly had not been a response from the State. According to the information submitted by both parties, the Commission considers that this aspect of the agreement has been partially complied with and so declares it.

32. Regarding clause III.1.9, related to the construction of a memorial in homage to the struggle for land ownership, both parties have reported throughout the negotiation that, the State proposed that the construction of the memorial would take place at the Marabá Convention Center. However, the victim's wife had requested that the memorial be installed in a public square. Additionally, on July 7, 2020, the State reported that, in a mission conducted by the federal government in 2018, the State proposed to build the memorial at

the traffic circle between highways BR-155 and BR-230, also known as Transamazonica, a federal highway under the responsibility of the National Department of Transportation Infrastructure (DNIT). The State also reported that in bilateral conversations with the Regional Superintendence of DNIT in Marabá and with the central office in Brasilia, it was informed that the installation of any architectural element in said plaza required specific studies to ensure the visibility of vehicular traffic. By virtue of the information provided by the parties, the Commission considers that this aspect of the agreement is pending compliance and so declares it.

33. With regard to Clause III.2.10, referring to the payment of economic compensation, both parties confirmed that the State paid the corresponding compensation in full. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the agreement has been fully complied with and so declares it.

34. Regarding clause III.2.11, related to the granting of a pension for the widow of the victim, both parties informed that, through Law No. 7.522/2011, the Governor of the State of Pará instituted the monthly pension in the amount of R\$ 765.00, as agreed. Taking into account the information provided by the parties, the Commission considers that this aspect of the agreement has been fully complied with and so declares it.

35. In relation to clause III.3.12, on the access of the victim's family members to social and educational inclusion plans, on February 5, 2020, the petitioner reported that, in 2015, a vulnerability analysis of the family was conducted by a government technical group, but that as of the date of submission of its report, there was no progress in this regard. For its part, on July 7, 2020, the State reported that the State Secretariat of Social Assistance, Labor, Employment and Income of the State of Pará (SEASTER) informed that, according to a visit to the municipality of Rondón do Pará, conducted May 2018, it was found that part of the victim's next of kin had a socioeconomic profile that allowed for their inclusion in the available cash transfer programs. Finally, the State reported that, in November 2018, SEASTER promoted a new technical visit to the family of José Dutra da Costa, including a contribution from the Secretariat of Education of the State of Pará and the registration and inclusion of the family in social assistance programs. However, in relation to the inclusion of the victim's family members in educational and professional programs, the State indicated that it had not been possible to identify any available offer that would fit the profile of the family members. Taking into consideration the information provided by the State, the Commission considers that this aspect of the agreement has been partially complied with and so declares it.

36. Regarding Clause III.3.13, on the donation of computers and furniture for an "Infocenter", on June 21, 2021, the State reported that, following the review of the agreement regarding the installation of the "Infocenter" at the headquarters of the Union of Rural Workers of Rondon do Pará, the Information and Communication Technology Company of the State of Pará (PRODEPA) had undertaken to prepare an electrical and logical project for the distribution of the furniture and equipment, as well as to provide an internet link at said location. In turn, the State Secretariat of Science, Technology and Professional and Technological Education of the State of Pará (SECTET) has committed to finance the acquisition and installation of electronic equipment and furniture to implement the Infocenter. In this regard, PRODEPA is said to have made a technical visit to the Union in May 2021 and prepared an electrical and logical project for the installation of the equipment, which was presented by the State. According to the State, it was estimated that the Infocenter would be handed over in September 2021, a deadline that the State undertook to confirm as soon as it received a formal communication from PRODEPA, which should have occurred during the month of June 2021.

37. On the other hand, the petitioner indicated that, according to the victim's next of kin, the Infocentro would no longer be built in the community of *Gavião*, in the rural area, but would be integrated into the Professional Qualification Center to be built in Rondon do Pará. Given that, as of the date of preparation of this report, the State has not updated on the progress related to this aspect of the FSA and taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA is pending compliance and so declares it.

38. In relation to clause III.3.14, regarding the coordination and search for partnerships with state and federal agencies to renovate the property for the workers' union, on February 5, 2020, the petitioners informed that after the signing of the FSA it was agreed with the State that the Infocenter mentioned *supra*

would not be built at the headquarters of the Workers' Union as originally agreed, but on land that is in the process of being donated by the Municipality of Rondón do Pará. In this regard, the petitioners mentioned that since the change of government took place, there had been no communication with the State. Additionally, on June 12, 2020, the petitioning party informed that, in 2018, great progress had been made in complying with the present measure, given that the land where the Infocenter would be built was agreed upon, and that the petitioning party was taken into account, and they were consulted on the land proposal. However, it reiterated the lack of communication with the authorities who subsequently took over the issue.

39. For its part, on July 7 and November 30, 2020, the State confirmed that, given the legal difficulty in investing public resources in lands offered by the Union of Rural Workers of Rondón do Pará, as it is a legal entity under private law, a dialogue was established with the Municipality of Rondón do Pará for the transfer or donation of the land to be used to build the Professional Qualification Center. In addition, it stated that the municipal government ratified the commitment to make the land available and that the federal government was mediating the dialogue with the State of Pará for the acceptance of this donation on the part of the state government, a fundamental condition to proceed with the creation of the Infocenter.

40. On June 21, 2021, the State reported that, at a meeting held on December 1, 2020, at SEJUDH headquarters, the implementation of the aforementioned training center in the municipality of Rondón do Pará was discussed. The Municipality of Rondón do Pará had expressed its willingness to donate land for the construction of a professional qualification center, but that budgetary and administrative difficulties had not made it possible to move forward with negotiations in this regard. The State stated that, at this meeting, and after discussing the issue, the State Secretariat for Science, Technology and Professional and Technological Education (SECTET) undertook to offer initial and continuing training courses at a school in the city and training courses in collaboration with the Union of Rural Workers of Rondón do Pará. The State also informed that, according to what was raised during the meeting, taking into account that an elementary school is being built in Rondón do Pará, already in its completion phase, the possibility of the school unit being named after "José Dutra da Costa" was allegedly raised, including the possibility of fixing there the plaque in honor of the victim, which was allegedly being produced by SEJUDH. These actions were allegedly reported at a meeting in Marabá, attended by representatives of the Union of Rural Workers of Rondón do Pará and of the Pastoral Land Commission. Finally, the State stated that the federal government was continuing to negotiate with the State of Pará to consolidate the commitment and that it would soon announce the date of definitive compliance with the clause. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has been partially complied with and so declares it.

41. Regarding clause III.3.15, in which the State undertook to promote and improve the Program for the Protection of Human Rights Defenders in the state of Pará, establishing its legal framework and providing it with the necessary resources for its operation, on February 5, 2020, the petitioner informed that the program is active in the state of Pará. In addition, it indicated that the Federal Program was also implemented in that state.

42. For its part, on July 7, 2020, the State reported that the Program for the Protection of Human Rights Defenders (PPDDH) in the state of Pará was created by Law No. 8,444, of December 6, 2016. Additionally, it reported that the State Council for the Protection of Human Rights Defenders (CEPDDH /PA) was created and highlighted that the Council began meeting as of 2017. Likewise, the State reported that after an agreement between the federal government and the state of Pará, the Society Environment, Education, Citizenship and Human Rights (SOMECDH) was selected as the implementation agency of the program in Pará, and the entity entered into an agreement with the State Secretariat of Justice and Human Rights (SEJUDH). Finally, it indicated that, in the second half of 2019, SOMECDH began the implementation of the PPDDH in the state of Pará by selecting its technical team through a simplified selection process. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has been fully complied with and so declares it.

43. In relation to clause III.16, on protection measures through the Public Security Secretariat of the State of Pará, on February 5, 2020, the petitioner informed that the Federal Program Team continued to

work to maintain the escort and resolve other problems related to Mrs. Joelma's safety. It also stressed that the security provided to Mrs. Joelma was insufficient and that she required greater official protection.

44. For its part, on July 7, 2020, the State reported that, since 2008, the police protection program for Mrs. Maria Joel Dias da Costa, widow of Mr. José Dutra da Costa, has been active, implemented by the Regional Police Command (CPR II). The State emphasized that the escort is provided 24 hours a day, 7 days a week, with an emergency contact device and a special telephone for emergency situations. Additionally, it informed that Mrs. Maria Joelma continued to be protected by a full-time escort and that even a van provided by the CPR was made available for transfers, if she was interested. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has reached a level of full compliance and so declares it.

45. With respect to clause III.3.17 on the creation of a Working Group on the problem of defenders, on February 5, 2020, the petitioner informed that in 2011, the Working Group of the Public Defender of the State of Pará was formed, composed of the Public Defender General, researchers from the Center for Studies of the Upper Amazon of the Federal University of Pará (NAEA) and researchers from the Observatory of Violence of the University of Amazonas (UNAMA). Additionally, the petitioner informed that the objective of the group was to study the structural problems that have led human rights defenders to a situation of vulnerability. The petitioner highlighted that, in 2018, the Public Defender of the state of Pará created a new Working Group within the scope of the Center for the Defense of Human Rights - NDDH, a permanent sector of the Defender's Office, which deals specifically with cases related to possible human rights violations. The petitioner indicated that this group has the mission of guaranteeing the promotion, protection and defense of human rights, offering complete legal assistance to those legally in need, preferably at the collective level. Finally, it emphasized that the role of the Public Defender of the state of Pará, in the protection of human rights, is carried out through the Center for the Defense of Human Rights, an instance created in the administrative structure of the Public Defender's Office. Taking into consideration the information provided by the petitioner, the Commission considers that this aspect of the FSA has reached a level of full compliance and so declares it.

46. In relation to Clause III.3.18, regarding the creation of a team responsible for enforcing arrest warrants resulting from the conflict in the countryside, on November 30, 2020, the State reported that, in accordance with Service Order no. 005/2018, issued by the Civil Police General Delegate of the state of Pará on September 13, 2018, it was determined that a team of police officers stationed at the Agrarian Conflict Police Station, with headquarters in Belém, Marabá, Santarém, Altamira, and Redenção, would be formed to give priority to arrest warrants issued in police investigations and criminal proceedings resulting from conflicts in the countryside. In this regard, the petitioner did not submit observations on the structural scope of the task force, but rather on the shortcomings of the specific investigation into the homicide of José Dutra da Costa, which was the subject of follow-up under clause II.8. Taking into consideration the information provided by both parties, the Commission considers that this aspect of the FSA has reached a level of full compliance and so declares it.

47. In relation to clause III.3.19, regarding the commitment of the Marabá Pastoral Land Commission to send a proposal to the Agrarian Ombudsman of the Ministry of Agrarian Development proposing an association to support the legal work of popular lawyers in the state of Pará, within the scope of the "*Programa paz no Campo*," on February 5, 2020, the petitioner informed that the Marabá Pastoral Land Commission desisted from leading the proposal. For its part, the State has not presented any information in this regard. Taking into consideration the information available in the case file, the Commission considers that this aspect of the FSA is pending compliance and so declares it.

48. Regarding clause III.3.20, on the commitment of the State, through the National Office of the Agrarian Ombudsman of the Ministry of Agrarian Development, to make arrangements with the National Institute of Colonization and Agrarian Reform (INCRA) and the Land Institute of Pará (ITERPA), with the objective of accelerating the settlement actions of the families that are camping in the Santa Mônica, Bela Vista, Água Branca and Rondônia farms, located in Rondon do Pará, both parties have informed throughout the negotiation, that, in relation to the Santa Mônica Farm, the settlement "Deus te Ama" was created by Ordinance published on 08/29/2013. On the other hand, in relation to the Bela Vista Farm, the settlement "Deus é Fiel"

was created by State Decree No. 1703, dated 06/20/2017, which was delivered in 2018, benefiting 73 families in a total area of 3,947 hectares, and that part of the property is under the jurisdiction of INCRA, which has indicated that on this property there is a complaint by non-settled families.

49. Finally, with regard to the Água Branca Farm, the settlement and regularization of the families have not yet taken place. The petitioning party highlighted that, in 2015, 12 families were evicted from part of the property by an eviction order from the Marabá Agrarian Court. In relation to the Rondônia Farm, the parties indicated that it is in the jurisdiction of INCRA. For its part, the petitioner highlighted that it was contacted and informed that the property was being studied by the Mapping Service to map and demonstrate the possible incidence of public areas on the property. Additionally, on July 7, 2020, the State informed that regarding "Fazenda Rondônia", representatives of the Union of Rural Workers of Rondón do Pará agreed to be excluded from the friendly settlement agreement, because, as the families are linked to another representative entity, the Rondón petitioners cannot obtain information on the progress of the processes related to the settlement of families. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has a partial level of compliance and so declares it.

50. In relation to clause III.3 .21, referring to the State's obligation to make arrangements for the completion of the rural power lines of the Nova Vitória, José Dutra da Costa and Água Branca settlement projects, on May 8, 2018, the State reported that Decree No. 4. 873 of November 11, 2003, instituted the "Light For All Program", which was conceived with the objective of guaranteeing access to electricity supply to all households and rural establishments, improving the provision of services to the beneficiary population, intensifying the pace of service and mitigating the possible tariff impact, through the allocation of subsidized and financed resources. In addition, it indicated that the program would provide electric power services to the part of the Brazilian rural population that still does not have access to this public service. The State highlighted that the State Management Committee responsible for defining the works prioritized the settlements of Agua Branca, Nova Vitoria and José Dutra da Costa. The State indicated that according to information from INCRA, in the José Dutra da Costa settlement project, most of the homes have already received electricity. On the other hand, the State indicated that, in the settlement of the former Agua Branca Farm, more than half of the families have already been included. Furthermore, according to information from the National Agrarian Ombudsman, rural electrification is already available in the Nova Vitoria settlement. Additionally, on July 7, 2020, the State indicated that, according to information provided by the Ministry of Mines and Energy at the end of 2018, in the Nova Vitória, José Dutra da Costa and Água Branca Settlement Projects, 47 households were identified that allegedly do not yet have access to public electricity service. Therefore, at the III Meeting of the Management Committee of the State of Pará, the scheduling of the connectivity of this group of households during the second half of 2019 was approved. On February 5, 2020, the petitioner reiterated the information provided by the State. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has reached a partial substantial level of implementation and so declares it.

51. Regarding clause III.3.22, on the commitment of the State, through the Ministry of Agrarian Development and the State of Pará, to build artesian wells in the Nova Vitória, José Dutra Costa and Água Branca Settlement Projects, on February 5, 2020, the petitioner informed that, in 2015, INCRA opened a bidding process for the construction of 72 kilometers of side roads and bridges within the settlement. It highlighted that the project preparation process for the drilling of three artesian wells to guarantee water quality for the families of the "*Deus te Ama*" settlement was also underway. However, it pointed out that none of the artesian wells have been completed.

52. For its part, on July 7, 2020, the State reported that, in an effort to corroborate compliance with this clause, it contacted the National Health Foundation (FUNASA/Ministry of Health), which undertook to refer the inquiry to the State Superintendence of FUNASA in the State of Pará, for the diagnosis of the situation in the settlements of Nova Vitória, José Dutra da Costa and Água Branca, identifying their respective needs. However, the State highlighted that, due to the COVID 19 pandemic, field visits were restricted. At the time of preparation of this report and two years after the receipt of information on this point, there is no updated report on eventual progress in this regard. Taking into consideration the available information provided by the parties, the Commission considers that compliance with this aspect of the FSA is pending and so declares it.

53. In relation to Clause III.3.23, regarding the commitment to include in the 2011 national plan the necessary resources for the improvement of the infrastructure of the settlements located in the municipality of Rondon do Pará, as well as technical assistance for the settlers, on February 5, 2020, the petitioner reported that in addition to the creation of the "*Deus te Ama*" settlement, as reported in Clause II.3.19, it was important to mention that the bidding process for the implementation of infrastructure in the settlement projects *Deus te Ama, Nova Vitória, José Vitória, José Dutra da Costa and Água Branca* were in the final phase. However, the petitioner emphasized that the clause establishes the infrastructure for all the settlements located in the municipality of Rondon do Pará. Therefore, it indicated that the implementation of infrastructure was pending in the *PA Deus Te Ama, United to Win, Agua Branca* and *Campos Dourado* settlements, which had not yet been considered.

54. For its part, on July 7, 2020, the State informed that the Regional Superintendence of INCRA of Marabá reported that, in 2014, it had received a budget of R \$9,838,231.82, with which it tendered and contracted the "*Empresa Blanca Tratores Serviços e Comércio Ltda*", to carry out the implementation and completion of 308.03 km of neighborhood roads in the settlement projects: *Nova Vitória, José Dutra da Costa, Unidos para ganhar, Diacuí, Buen Jesús, Mantener, Halcón, Reina de la Paz, Nossa Senhora Aparecida, Agua Branca, Campo Dorado* and *Deus Te Ama* – which are all located in the rural area of the municipality of Rondon do Pará. It also highlighted that the execution of the works reached the value of R \$6,496,987.07, until the contract ended its term in June 2019. The State indicated that the works were fully concluded in some settlements and partially in others, according to the Execution Sheet. Regarding the technical assistance service, the State informed that as of fiscal year 2019, a technical cooperation agreement was established with the municipality of Rondon do Pará, with the objective of partnering with the municipality to provide technical assistance to the beneficiaries of the National Agrarian Reform Plan in its jurisdiction. Finally, it emphasized that this initiative would allow INCRA to release "installation credit" for the families of these settlement projects. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has been partially complied with and so declares it.

55. With respect to clause III.3.24, related to the commitment of the State of Pará to prioritize the filing of lawsuits seeking to retake irregularly occupied state public lands, subject to current state legalization, on February 5, 2020, the petitioner informed that the Land Institute of Pará (ITERPA) and the State Attorney General's Office (PGE) reported that they no record of receiving lawsuits sent by the petitioners for the filing of actions with a view to retaking irregularly occupied public lands in Rondon do Pará. Additionally, it indicated that the aforementioned bodies reported that numerous actions are being carried out to restore irregularly occupied areas in the territory of Pará.

56. For its part, on July 7, 2020, the State reiterated the information provided by the petitioner. Regarding the territory of Pará, it informed that since 2005, there is a history of presentation or action by the State of Pará in 122 lawsuits in which the irregularity of domain and/or property titles is disputed, with a strong repression against land grabbing, which is a marked cause of countryside conflicts in the country. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has been partially complied with and so declares it.

57. In relation to clause III.3.25, on the State's commitment to implement, through ITERPA, the Public Land Registry System in land titles issued by the State of Pará, on July 7, 2020, the State informed that ITERPA implemented the Land Registry System (SICARF), which was created and defined as a state electronic system for the management of land regularization information throughout the State of Pará. The State emphasized that SICARF allows communication between registries, with cadastral operation in digital media, based on the digitization of the entire collection of existing records and titles. It stressed that the importance of the system is that it allows the user to have a tool for evaluation and monitoring of the land regularization process, without having to travel to the Institute's headquarters. The State also emphasized that the system is in operation and that the records of the services of exchange of areas, request for information, redemption of land tenure, regularization of patrimonial areas and assignment of rights are available. For its part, the petitioner has not submitted any information in this regard. Taking into consideration the information

provided by the State, the Commission considers that this aspect of the FSA has been fully complied with and so declares it.

58. Regarding clause IV.26, referring to the State's commitment to improve the administrative mechanisms that allow for greater joint action between INCRA and ITERPA for land collection, expropriation, and the creation of settlement projects, on February 5, 2020, the petitioner informed that INCRA and ITERPA were working together to improve their internal processes for land collection, expropriation and the creation of settlement projects. Additionally, it indicated that a term of cooperation was proposed to discipline and encourage joint action by the two municipalities.

59. For its part, on July 7, 2020, the State reported that, in 2019, technical cooperation agreement No. 59/2019 was signed between INCRA and ITERPA. It also highlighted that the instrument should expedite processes for obtaining rural properties that require it. The State highlighted that the agreement has allowed progress in the territorial issue of the region. The document foresees the exchange of the cartographic bases of both agencies for the clarification, identification and definition of the jurisdictional limits of their areas. The State indicated that it supports the regularization of settlement projects created by INCRA, whose areas are under the jurisdiction of both agencies, for the purpose of provisional or definitive title. Finally, the State noted that the aforementioned technical cooperation agreement also provides for the recognition, by INCRA, of families based on traditional, sustainable and agro-extractive projects created by ITERPA, so that they may apply public policies and have access to the programs inherent to the clients of the National Agrarian Reform Program. Taking into consideration the information provided by both parties, the Commission considers that this aspect of the FSA has reached a level of full compliance and so declares it.

60. In relation to clause IV.27, referring to the commitment of the State, through the National Justice Department of the CNJ, to allow the inclusion of processes related to agrarian conflicts in the *Projeto Justiça Plena*, to monitor processes of social relevance, on May 9, 2018, the State informed that the National Council of Justice (CNJ) maintains the Projeto Justiça Plena, which monitors the progress of processes of great social repercussion and that it is active under the responsibility of the Assistant Judge of the National Justice of Internal Affairs. In addition, the State emphasized that the processes can be proposed for inclusion in the program by several entities, among which it highlighted: Ministry of Justice (MJ), National Council of Justice (CNJ), Federal Attorney General's Office (AGU), Ministry of Human Rights (MDH), National Council of Public Prosecutors (CNMP), Brazilian Bar Association (GAB), Federal Public Defender's Office (DPU) and State Public Defenders (DPE) and Federal Attorney's Office for Citizen's Rights (PFDC). It also indicated that the case of José Dutra da Costa is included among the cases covered by the program, in the same way that other processes of great social repercussion can be included in the *Projeto Justiça Plena*, after passing an evaluation by the National Internal Affairs Office (*Corregedoria Nacional de Justiça*).

61. For its part, on February 5, 2020, the petitioner reiterated the information presented by the State regarding the operation of the *Projeto Justiça Plena*. However, it emphasized that it is unaware of the monitoring system used and stated that it does not have any report from the CNJ. Therefore, taking into consideration the information provided by the parties, the Commission considers that the State has complied with its commitment under the agreed terms and so declares it. Notwithstanding the foregoing, the Commission urges the State to share with the petitioner the information related to the monitoring methodology and the reports issued by the National Council of Justice.

62. With respect to clause IV.28, referring to providing support to the Commission for the Surveillance of Criminal Actions Derived from Land Conflicts, on May 9, 2018, the State reported that on June 26, 2006, the Presidency of the Court of Justice of the State of Pará, by Ordinance No. 0904/2006, established the Commission to accompany the proceedings initiated by former workers in cases whose facts are related to land tenure disputes. Additionally, it reported that the National Council of Justice and the Court of Justice of the State of Pará issued Joint Ordinance No. 01/2010 - CNJ / TJPA, of January 26, 2010 and that, the Court of Justice of the State of Pará, on the occasion of the aforementioned Joint Ordinance, created the Commission for the monitoring of criminal actions arising from rural land conflicts, by Ordinance No. 288/2010-GP, of February 8, 2010.

63. Subsequently, the National Council of Justice and the Court of Justice of the State of Para signed Joint Ordinance No. 04/2010-CNJ / TJPA, of February 11, 2010, which instituted the Permanent Monitoring to resolve rural territorial conflicts. By Ordinance No. 805/2010, of April 20, 2010, the Court of Justice of the State of Para created the State Executive Committee of the Forum for Territorial Affairs, to carry out the dialogue and integration with the National Executive Committee of said forum. Likewise, the State informed that the Presidency of the Court of Justice of the state of Para and the Judicial Administrative Departments of the Metropolitan Region and the provinces of the interior, subscribed to the *Projeto Justiça Plena* of the National Judicial Administrative Department, whose objective is to ensure society the constitutional principle of the reasonable time of the proceedings. In this regard, it reported that the Presidency of the Court published, in 2014, Ordinances No. 353/2014-GP and 406/2014-GP, which established the "Commission of Judicial Action on Human Rights and Social Repercussion", which acts in strict alignment with the *Projeto Justiça Plena*, of the National Council of Justice, in the monitoring of judicial and criminal actions dealing with human rights and others arising out of collective interests and having great repercussion. Finally, it informed that the Commission of Surveillance of Criminal Actions Derived from Land Conflicts is still active.

64. For its part, on February 5, 2020, the petitioner stated that, in a communication sent by the Office of the Attorney General of the Nation, the Agrarian Ombudsman's Office, informed that the Commission for Follow-up of Criminal Actions Derived from Land Conflicts is active and therefore expressed its conformity with the total compliance of the clause. Taking into consideration the information provided by the parties, the Commission considers that this aspect of the FSA has reached a level of full compliance and so declares it.

65. On the other hand, in relation to the will of the parties, although the FSA establishes that its homologation would be carried out once all the obligations included in it have been complied with, on July 9, 2020, during a working meeting facilitated by the Commission in the framework of its 176th regular period of sessions, the parties agreed on a work program in which the State's commitment was established to submit a work schedule for compliance in the short term of the measures prioritized by the petitioning party as a precondition for moving forward with the homologation. In this regard, on November 30, 2020, the State submitted a partial timetable with some actions to be carried out between November and December 2020. In this regard, on March 2, 2021, the petitioners indicated that, although they acknowledged the existence of some progress, they reiterated the need to achieve full compliance with the prioritized clauses prior to homologation, which had not materialized up to that time. Subsequently, on June 21, 2021, the State submitted an updated compliance report on specific progress on the prioritized clauses. Finally, on October 5, 2022, the Petitioner submitted a letter requesting the homologation of the friendly settlement agreement and to continue with its follow-up within the framework of the Annual Report.

66. Regarding the adequacy of the agreement with human rights standards, it is observed that the content of the FSA is consistent with human rights standards, since elements such as satisfaction, rehabilitation, economic compensation and non-repetition measures were included, which are considered appropriate within the factual scenario of the particular case, in accordance with the various pronouncements of the IACHR and the jurisprudence of the Inter-American Court of Human Rights on reparation for victims of human rights violations.

67. Finally, in relation to the State's willingness to comply with the FSA, it should be noted that, according to the analysis of the case, there has been a commitment on the part of the State in the full compliance with eleven clauses, substantial partial compliance with one clause and partial compliance with eight clauses of the friendly settlement agreement. At the same time, only four of the clauses are pending compliance. Therefore, significant progress was observed in 20 of the 24 clauses of the friendly settlement agreement, which shows a willingness to implement the agreement on the part of the State.

68. Therefore, the Commission considers that clauses I.6 (publication of the FSA); III.2.10 (economic compensation); III.2.11 (widow's pension); III.3.15 (promote Protection Program for Defenders); III.3.16 (protection measures); III.3.17 (working group on studies on structural problems of defenders); III.3.18 (creation of a team to enforce arrest warrants); III.3.25 (land registry system); IV.26 (improve administrative mechanisms for expropriation and settlements); IV.27 (make it feasible to include agrarian conflict processes



in the Justice Project) and IV.28 (support the Commission for Follow-up of Criminal Actions), have been fully complied with and so declares it.

69. On the other hand, the Commission considers that clause III.3.21 (rural electrification of settlements) has reached a partial substantial level of execution and so declares it.

70. Likewise, the Commission considers that clauses I.5 (act of recognition and installation of plaque); II.7 (prioritization of investigation); II.8 (execution of arrest warrants); III.3.12 (inclusion in assistance and education programs); III.3.14 (renovation of Union building); III.3.20 (family settlement actions); III.3.23 (improve settlement infrastructure) and III.3.24 (prioritization of land restitution claims) have reached a level of partial compliance and so declares it.

71. On the other hand, the Commission considers that clauses III.1.9 (construction of a monument); III.3.13 (Infocenter); III.3.19 (association to support legal work); and III.3.22 (construction of wells in settlements), are pending compliance and so declares it. In this regard, the Commission considers that the execution of the agreement has reached a substantial partial level and will continue to monitor it until it is fully implemented.

## **V. CONCLUSIONS**

1. Based on the foregoing and in keeping with the procedure provided for in Articles 48(1)(f) and 49 of the American Convention, the Commission wishes to reiterate its deep appreciation for the efforts made by the parties and its satisfaction with the achievement of a friendly settlement in this case, based on 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 December 16, 2010.

2. To declare full compliance with clauses I.6 (publication of the FSA); III.2.10 (economic compensation); III.2.11 (widow's pension); III.3.15 (promote Protection Program for Defenders); III.3.16 (protection measures); III.3.17 (working group on studies on structural problems of defenders); III.3.18 (creation of a team to enforce arrest warrants); III.3.25 (land registry system); IV.26 (improve administrative mechanisms for expropriation and settlements); IV.27 (make it feasible to include agrarian conflict processes in the Justice Project) and IV.28 (support the Commission for Follow-up of Criminal Actions).

3. To declare substantial partial compliance with clause III.3.21 (rural electrification of settlements), as described in this report.

4. To declare partial compliance with clauses I.5 (act of recognition and installation of plaque); II.7 (prioritization of investigation); II.8 (execution of arrest warrants); III.3.12 (inclusion in assistance and education programs); III.3.14 (renovation of Union building); III.3.20 (family settlement actions); III.3.23 (improve settlement infrastructure) and III.3.24 (prioritization of land restitution claims), as described in this report.

5. To declare pending compliance pending with clauses III.1.9 (construction of a monument); III.3.13 (Infocenter); III.3.19 (association to support legal work); and III.3.22 (construction of wells in settlements), as described in this report.

6. To continue monitoring compliance with clauses I.5 (act of recognition and installation of plaque); II.7 (prioritization of investigation); II.8 (execution of arrest warrants); III.1.9 (construction of a

monument); III.3.12 (inclusion in assistance and education programs); III.3.13 (Infocenter); III.3.14 (renovation of Union building); III.3.19 (association to support legal work); III.3.20 (family settlement actions); III.3.22 (construction of wells in settlements), III.3.23 (improve settlement infrastructure) and III.3.24 (prioritization of land restitution claims).

7. To declare that the friendly settlement agreement has reached a substantial partial implementation level, as described in this report.

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

Approved by the Inter-American Commission on Human Rights on the 26<sup>th</sup> day of the month of July, 2023.  
(Signed:) Margarete May Macaulay, President; Esmeralda Arosemena de Troitiño, Vice President; Roberta Clarke, Second Vice President; Joel Hernández García, Julissa Mantilla Falcón, Stuardo Ralón Orellana and Carlos Bernal Pulido, Commissioners.