

**TECHNICAL INFORMATION SHEET**  
**CASE 12.915 ÁNGEL DÍAZ CRUZ ET AL, MEXICO**  
**FRIENDLY SETTLEMENT REPORT No. 2/20**  
**TOTAL COMPLIANCE**  
**(MEXICO)**

**I. SUMMARY OF THE CASE**

**Victim(s):** Ángel Díaz Cruz

**Petitioner(s):** Human Rights Center of the Fray Bartolomé de las Casas Civil Association (*Centro de Derechos Humanos Fray Bartolomé de las Casas Asociación Civil*)

**State:** Mexico

**Date negotiations began:** September 3, 2015

**FSA signature date:** January 28, 2016

**Admissibility Report N°:** 47/13

**Report on Friendly Settlement Agreement N°:** 2/20 published on February 24, 2020

**Estimated length of the negotiation phase:** 4 years 5 months

**Associated Rapporteurship:** Rapporteurship on the Rights of Indigenous Peoples / Rapporteurship on the Rights of the Child

**Topics:** Right to life/ rights of children and adolescents/ right to a fair trial/ investigation and due diligence/ military jurisdiction/ judicial protection

**Facts:** On November 16, 2006, the Inter-American Commission on Human Rights received a petition submitted by the Human Rights Center of the Fray Bartolomé de las Casas Civil Association (*Centro de Derechos Humanos Fray Bartolomé de las Casas Asociación Civil*), alleging responsibility of the Mexican state for the death of the child Ángel Díaz Cruz, who was 9 years old at the time, and for the injuries inflicted on the child Ricardo López Hernández, who was 11 years at the time, and on José Leonardo López Hernández, who belonged to the Tsotiles indigenous group, allegedly occurring on December 17, 2000, in the municipality of San Cristóbal de las Casas, state of Chiapas, as a result of an explosive device belonging to the Mexican Federal Army. The petitioners also alleged that said incidents continued to go unpunished because of the investigation's referral to the jurisdiction of the armed forces and the failure to punish those responsible.

**Rights declared admissible:** On July 12, 2013, the IACHR decided to declare the petition admissible in its report 47/13 for the alleged violation of Article 4 (right to life) and Article 5 (right to personal integrity) of the American Convention, in connection with Article 1.1 of the same instrument, to the detriment of Ángel Díaz Cruz and; Article 5 (right to personal integrity), Article 8 (right to a fair trial), and Article 25 (right to the guarantees of judicial protection), in connection with Article 1.1 of said instrument, to the detriment of the alleged surviving victims and the next-of-kin of the three alleged victims. It also declared that the petition was admissible for the alleged violation of Article 19 (rights of the child) of the American Convention to the detriment of Ángel Díaz Cruz and Ricardo López Hernández.

**II. PROCEDURAL ACTIVITY**

1. On January 28, 2016, the parties signed a friendly settlement agreement.

2. On February 24, 2020, the Commission approved the agreement signed by the parties, by means of Report No.2/20.

### III. ANALYSIS OF COMPLIANCE WITH THE CLAUSES OF THE FRIENDLY SETTLEMENT

| Clause of the Agreement   | Status of Implementation  |
|---|---------------------------|
| <b>RECOGNITION OF INTERNATIONAL RESPONSIBILITY</b>  | <b>Declarative clause</b> |
| <p><b>Clause 2.1. Recognition of international responsibility.</b> The “MEXICAN STATE” recognizes that the events described constitute violations of Articles 4, 5, 8, 19, and 25 of the American Convention on Human Rights, in connection with Articles 1.1 and 2 of the same instrument, to the detriment of the alleged victims and their next-of-kin.</p> <p>The “MEXICAN STATE” recognizes that the violations set forth in the paragraph above are attributable to it and generate its international responsibility with respect to “THE VICTIMS,” as well as its obligation to ensure reparations for them.</p>   | <b>Declarative</b>        |
| <p><b>A. OBLIGATION TO INVESTIGATE THE FACTS OF THE CASE</b></p> <p><b>Clause 3.2. “THE PARTIES”</b> recognize that “THE MEXICAN STATE” conducted punitive proceedings against those responsible for the incidents in the instant case under the jurisdiction of the armed forces, pursuant to Mexican law in force at the time of the incidents. “THE PARTIES” recognize that, at present, the jurisdiction of the armed forces is not suitable for judging human rights violations. Nevertheless, “THE PARTIES” also recognize the limitations that the principle of double jeopardy (<i>no bis in idem</i>) entails for the present case. In accordance with the above, “THE MEXICAN STATE” pledges to hold an informative meeting with “THE VICTIMS” and “THE REPRESENTATIVE” in order to inform them of the jurisdictional proceedings conducted in the jurisdiction of the armed forces, the punitive sanctions given to those responsible, and the measures implemented by the State’s security forces to prevent the repetition of a similar action. The “MEXICAN STATE” shall respond in writing to all of the proposals submitted by “THE VICTIMS” and “THE REPRESENTATIVE.” At this meeting, a certified copy of the corresponding military criminal and administrative files shall be handed over and the victims’ rights shall be safeguarded so that they can file the proceedings they are rightfully entitled to. The meeting must be held within three months, at the latest, after the “AGREEMENT” has been signed.</p> <p>“THE PARTIES” acknowledge that this measure is adequate to allow the victims to exercise their right to truth and justice.</p> | <b>Total<sup>1</sup></b>  |
| <b>B. REHABILITATION MEASURES</b>   |                           |

<sup>1</sup> See IACHR, Annual Report 2021, Chapter II, Section F: Progress and Setbacks in the Negotiation and Implementation of Friendly Settlement Agreements, Available at: <https://www.oas.org/es/cidh/docs/annual/2021/capitulos/1A2021cap2-es.pdf>.

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| <p><b>Clause 3.3. Comprehensive healthcare services.</b> The "<b>MEXICAN STATE</b>" is required to provide "<b>THE VICTIMS</b>" and their direct next-of-kin priority and free comprehensive healthcare services on the basis of services provided by the State. This obligation extends to medical care, as well as psychological and psychiatric care.</p> <p>The services shall be provided in the public institutions of the Mexican State. Only when the public institutions of the Mexican State cannot provide the services that "<b>THE VICTIMS</b>" or their next-of-kin need, shall a private institution be considered, in which case the expenses shall be covered by the "<b>MEXICAN STATE.</b>"</p> <p>In the event that the medical or psychological care services that are required by "<b>THE VICTIMS</b>" or their next-of-kin must be provided in facilities outside their place of residence, the "<b>MEXICAN STATE</b>" shall pay for the travel expenses and respective allowances, as long as these services are in Mexican territory and are not available in their place of residence.</p> | <b>Total<sup>2</sup></b> |
| <p><b>Clause 3.4. Agreement on the roadmap for health.</b> The specific healthcare needs of "<b>THE VICTIMS</b>" and their next-of-kin shall be incorporated into the present "<b>AGREEMENT</b>" in Annex 1. Annex 1 shall be defined on the basis of medical and psychological review of "<b>THE VICTIMS</b>" and their next-of-kin and shall be agreed upon by "<b>THE PARTIES</b>" after the Agreement is signed. "<b>THE VICTIMS</b>" and their next-of-kin must provide the "<b>SEGOB</b>" with all the necessary information for their registration, assessment, and/or service in public health institutions before the Parties agree on the terms of Annex 1. As for "<b>THE VICTIMS</b>" and their next of kin, they must go to the consultations, checkups, assessments, sessions, treatments, or any other kind of procedure as established by or stemming from the agreements of "<b>THE PARTIES</b>" appearing in Annex 1.</p>   | <b>Total<sup>3</sup></b> |
| <p><b>Clause 3.5. Affiliation to the People's Social Security (<i>Seguro Popular</i>).</b> Both "<b>THE VICTIMS</b>" and their next of kin shall be affiliated to the People's Social Security and, as a result, they shall have access to the pharmaceutical services and supplies indicated in the medical coverage of that insurance. [...]</p>  | <b>Total<sup>4</sup></b> |
| <p><b>Clause 3.7. Awarding of scholarships.</b> The "<b>MEXICAN STATE</b>" shall award scholarships to Jonathan Ricardo López Gómez, Marina Isabel López Gómez, José Gerardo López Díaz, Juan Daniel López Díaz, Laura Jennifer López Díaz, Alan Enrique López Díaz, Marina Karen López Díaz, Erika de Jesús Cruz López, and Blanca Laura Cruz López. The scholarships shall be given until the beneficiaries complete their university education.</p> <p>Once the scholarships have been awarded, this measure shall be monitored for the academic performance of the beneficiaries and may be withdrawn and/or suspended pursuant to paragraph 38 of the "<b>OPERATING RULES OF THE TRUST FUND,</b>" as well as when the latter do not abide by the academic</p>  | <b>Total<sup>5</sup></b> |

<sup>2</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>3</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>4</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>5</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

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| <p>administrative, disciplinary, or other standards of the schools they are enrolled in, regardless of their academic performance.</p> <p>The "MEXICAN STATE" shall be released from fulfilling this obligation if, for reasons attributable to the beneficiaries, the latter do not meet the requirements set forth in the present clause.</p>  |                           |
| <p><b>Clause 3.8. Employment for the victims.</b> The "MEXICAN STATE" shall take the respective steps to include <b>José Leonardo López Hernández</b> and <b>Ricardo López Hernández</b> in the firefighting brigades of the National Forest Commission in San Cristóbal de las Casas beginning in March 2016.</p> <p>This measure shall be deemed implemented once the "MEXICAN STATE" ensures that they have joined the above-mentioned brigades. Staying in the job shall be subject to the applicable labor and administrative laws, as well as the codes and regulatory framework of the National Forest Commission.</p> <p>"THE PARTIES" recognize that the "MEXICAN STATE" shall not be required to provide them with a new job if they do not meet the requirements stipulated in the preceding paragraph.</p> | <b>Total<sup>6</sup></b>  |
| <p><b>C. MEASURES OF SATISFACTION</b></p> <p><b>Clause 3.9. Ceremony recognizing responsibility.</b> The "MEXICAN STATE" shall hold a public ceremony to recognize its responsibility and extend a public apology for the violation of the rights mentioned in <b>Clause 2.1.</b> [...]</p>  | <b>Total<sup>7</sup></b>  |
| <p><b>Clause 3.10. Dissemination of the ceremony of recognition of responsibility.</b> "SEGOB" shall take steps for the one-time publication of an excerpt of the public ceremony of recognition of responsibility and public apology, which shall be disseminated in the official gazette of the federal State (<i>Diario Oficial de la Federación</i>) and in two newspapers, one with nationwide circulation and the other in the state of Chiapas. [...]</p>   | <b>Total<sup>8</sup></b>  |
| <p><b>Clause 3.11. Health center and unveiling of a commemorative plaque.</b></p> <p>The "MEXICAN STATE," through the Health Secretariat of the state of Chiapas, shall name the community clinic of El Aguaje, in the municipality of San Cristóbal de las Casas, Chiapas, "Ángel Díaz Cruz," in tribute to the child who lost his life. In addition, the following actions shall be undertaken:</p> <ul style="list-style-type: none"> <li>• A person for the nursing area shall be hired.</li> <li>• Change of status of the community health center so that it will become a Mononuclear Clinic.</li> </ul> <p>In said clinic, the plaque shall be unveiled by the state of Chiapas.</p>   | <b>Total<sup>9</sup></b>  |
| <p><b>D. GUARANTEES OF NON-REPETITION</b></p> <p><b>3.12. Training courses for operators of justice.</b> The "SG OF CHIAPAS" shall provide human rights training to the civil servants of the law enforcement and administration of justice institutions of Chiapas.</p>   | <b>Total<sup>10</sup></b> |

<sup>6</sup> See IACHR, Annual Report 2021, Chapter II, Section F: Progress and Setbacks in the Negotiation and Implementation of Friendly Settlement Agreements, Available at: <https://www.oas.org/es/cidh/docs/anual/2021/capitulos/IA2021cap2-es.pdf>.

<sup>7</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>8</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>9</sup> See IACHR, Annual Report 2021, Chapter II, Section F: Progress and Setbacks in the Negotiation and Implementation of Friendly Settlement Agreements, Available at: <https://www.oas.org/es/cidh/docs/anual/2021/capitulos/IA2021cap2-es.pdf>.

<sup>10</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

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| <p>In addition to the ongoing training programs that are currently available, the <b>"SG OF CHIAPAS"</b> shall conduct a training course for at least 80 members of the Office of the Attorney General of Chiapas and 80 members of the Superior Court of Justice of the state of Chiapas. The course must be provided within 12 months after the present instrument has been signed.</p>  |                           |
| <p><b>E. COMPENSATORY DAMAGES</b><br/> <b>Clause 3.13. Compensation for pecuniary and nonpecuniary damages:</b><br/> The amounts for the payment of pecuniary and nonpecuniary damages shall be calculated in conformity with the <b>"RULES OF OPERATION OF THE TRUST FUND"</b> [...]</p>  | <b>Total<sup>11</sup></b> |
| <p><b>Clause 3.14. Methods to payment the compensation:</b><br/> The amounts indicated in Annex 2 shall be paid to the victims within one month after the present <b>"AGREEMENT"</b> has been signed, as long as they meet the indispensable formal requirements stipulated by Mexican law for its payment. If any circumstance relative to the payment of the amounts arises, the provisions of the <b>"RULES OF OPERATION OF THE TRUST FUND"</b> shall be followed.<br/> These payments shall be made only once and constitute the total amount of the economic reparations that the <b>"MEXICAN STATE"</b> shall pay in compensation for the damages stemming from the violations indicated in Clause 2.1.</p>  | <b>Total<sup>12</sup></b> |
| <p><b>Clause 3.15. Delivery of the Production Project:</b> As a measure of compensation, the <b>"MEXICAN STATE,"</b> through the government of the state of Chiapas, the <b>"SG OF CHIAPAS"</b> pledges to implement a production project for each one of <b>"THE VICTIMS"</b> from among the current programs in various competent state entities in conformity with the applicable law and regulatory framework.<br/> For the purposes of the present document, <b>"THE PARTIES"</b> shall understand that a "production project" is one of the programs currently in force in the government of the state of Chiapas, which is aimed at promoting the development of activities that boost income earning and increase the level of productivity of the persons implementing it.<br/> The program shall be implemented just once. The <b>"SG OF CHIAPAS"</b> pledges to present the production project options to <b>"THE VICTIMS,"</b> and the latter pledge to choose one that meets their needs. If none of the existing production projects meets their needs and they decide to opt not to choose any of them, the obligations contained in the present clause to be implemented by the <b>"MEXICAN STATE"</b> shall be deemed duly fulfilled.<br/> If <b>"THE VICTIMS"</b> choose a production project sponsored by the <b>"SG OF CHIAPAS,"</b> it shall be their responsibility to ensure the project's continuity. They also pledge to receive the training needed to implement it, and they cannot miss it more than twice. <b>"THE PARTIES"</b> agree that, if <b>"THE VICTIMS"</b> decide to miss the stipulated training more than twice, the</p> | <b>Total<sup>13</sup></b> |

<sup>11</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>12</sup> IACHR, Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz et al. Mexico. February 24, 2020. <http://www.oas.org/es/cidh/decisiones/2020/mxsa12915es.pdf>

<sup>13</sup> See IACHR, Annual Report 2021, Chapter II, Section F: Progress and Setbacks in the Negotiation and Implementation of Friendly Settlement Agreements, Available at: <https://www.oas.org/es/cidh/docs/anual/2021/capitulos/IA2021cap2-es.pdf>.

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| <p>obligations in the present clause under the aegis of the "<b>MEXICAN STATE</b>" shall be deemed duly fulfilled.</p> <p>The characteristics of the production projects for each one of the families are described in Annex 3, which shall be agreed upon by "<b>THE PARTIES</b>" within three months, at the latest, after the present "<b>AGREEMENT</b>" has been signed.</p> |  |
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#### **IV. LEVEL OF COMPLIANCE OF THE CASE**

3. The Commission declared full compliance with the case and the ceasing of the follow-up of the friendly settlement agreement in the 2021 Annual Report.

#### **V. INDIVIDUAL AND STRUCTURAL OUTCOMES OF THE CASE**

##### **A. Individual outcomes of the case**

- The State held the international responsibility recognition ceremony.
- The State implemented various actions for access to comprehensive healthcare services for the victims through affiliation to the people's social security (*Seguro Popular*), the implementation of a roadmap, and a comprehensive healthcare services plan.
- The State awarded scholarships to the victims.
- The State paid monetary compensation to the acknowledged victims, as agreed upon.
- The State provided the victims with a complete digital copy of the military criminal file.
- The State disbursed the amounts agreed in equity for two beneficiaries of the agreement, for a total of twenty-five thousand eight hundred and forty-six Mexican pesos (\$25,846.08 P.M.), as well as payment of the costs of processing the passports, totaling three thousand six hundred and ninety Mexican pesos (\$3,690 P.M.).
- The State delivered passports to the beneficiaries of the agreement.
- The State provided information on programs abroad for Mexican agricultural workers.
- The State unveiled a plaque at the El Aguaje "Ángel Díaz Cruz" health center in memory of the victim.
- The State provided the victims with production projects consisting of three sheep breeding packages (5 ewes, 1 stud, 1 sheepfold, 50 meters of wire fencing, and four months' worth of breeding feed); improved corn seed, fertilizers; and 2010 backyard garden blackberry plants.

##### **B. Structural outcomes of the case**

- The State drew up training plans for the military, within the scope of the Armed Forces.
- The State built the "Ángel Díaz Cruz" community health center in El Aguaje, San Cristóbal de las Casas municipality, Chiapas, in memory of the boy who lost his life.