

**AGREEMENT OF UNDERSTANDING FOR THE APPOINTMENT OF INTER-AMERICAN  
PUBLIC DEFENDERS TO THE INTER-AMERICAN COURT OF HUMAN RIGHTS IN THE  
MONITORING COMPLIANCE WITH JUDGMENTS STAGE**

**BETWEEN**

**THE INTER-AMERICAN COURT OF HUMAN RIGHTS**

**AND**

**THE INTER-AMERICAN ASSOCIATION OF PUBLIC DEFENDERS (AIDEF)**

**PARTIES TO THIS AGREEMENT:**

In Buenos Aires, Argentina, on the fourteenth day of May 2019, **Eduardo Ferrer Mac-Gregor Poisot**, President of the Inter-American Court of Human Rights, and **Nydia Lissette Arévalo Flores**, General Coordinator of the Inter-American Association of Public Defenders (AIDEF),

**CONSIDERING:**

1. That the Inter-American Court of Human Rights (hereinafter also "Court" or "I/A Court H.R.", interchangeably), is an autonomous judicial organ of the inter-American system for the protection of human rights, whose objective is to apply and interpret the American Convention on Human Rights. The Inter-American Court exercises a contentious function, which includes the resolution of cases submitted to it through individual petitions, and an advisory role. Similarly, it is empowered to decree provisional measures when the situation warrants.



2. That the Inter-American Association of Public Defenders (AIDEF) is a civil, non-profit, non-political, non-religious, social and cultural institution, made up of state institutions of Public Defenders and Associations of Public Defenders of the Americas, and is in charge of representation, advice and technical defense of persons at trial in accordance with laws, constitutions and international treaties. Its purposes include defending the validity and effectiveness of human rights and the guarantees recognized by agreements, international treaties, constitutions and domestic law, in the domain of public defense, and promoting necessary assistance and representation and the rights of the defendants that allow a broad defense and access to justice with due quality and experience, whenever it is required;
3. That, according to the provisions of Articles 62, 65, 67 and 68 of the American Convention on Human Rights, the States Parties are obliged to comply with the judgments of the Inter-American Court, the latter having the power to supervise the correct compliance with judgments;
4. That the supervision of compliance with judgments of the Inter-American Court is an inherent function of its jurisdictional work. Furthermore, it constitutes an indispensable element for the protection of human rights in the region;
5. That AIDEF, through the Inter-American Public Defenders (hereinafter "Defender" or "DPI"), actively participates during the processing of contentious cases in which they appear before the Inter-American Court and, during the supervision of the compliance with its judgments;
6. That it is essential, for the proper functioning of the inter-American system for the protection of human rights, that victims be assured of having a representative in the supervision stage, in order to ensure full compliance with the judgment and assist in the work of the Inter-American Court at this stage;

**THEREFORE:**

The Parties signatory to this agreement, duly empowered by virtue of their investiture,

**HAVE AGREED AS FOLLOWS:**



**ONE:** In those cases in which the Inter-American Court of Human Rights confirms the lack of effective representation for the victims in the monitoring compliance with judgment stage, and following communication with the victims, it may request, through a formal communication to a "General Coordinator" of the Association, that AIDEF designate one or more Inter-American Public Defender(s) to represent the victims.

**TWO:** The Inter-American Association of Public Defenders will designate the Defender using, where appropriate, the mechanism established in the "Unified Regulations for AIDEF's representation before the Inter-American Commission and Court of Human Rights" (hereinafter "the AIDEF Unified Regulations").

However, due to the special nature of the procedure for monitoring compliance with judgments, work carried out by the DPI with respect to the State under supervision in previous or contemporary cases, and the geographical proximity to the State and the victims will be highly valued. The aim of the above is to facilitate the procedure for compliance with the judgment.

**THREE:** Once the communication has been received by the AIDEF, it must respond to the request within a period of 10 business days. In the event that AIDEF evaluates the request favorably under the terms established in its Unified Regulations, it will send a communication to the Inter-American Court, identifying the Inter-American Public Defender who will assume the victims' representation in the supervision of compliance with the judgment. The decision that establishes the appointment of the Defender, will indicate the place for receipt of all successive communications between the Inter-American Court and the victims' representatives.

The term of 10 business days may be extended on one occasion, by an equal period. This eventuality will be duly communicated to the Inter-American Court by the General Coordination of AIDEF.

In the event that the AIDEF is not in a position to represent the victims, it will inform the Inter-American Court, indicating the reasons that prevent it from carrying out this task.

**FOUR:** Once the AIDEF resolution with the appointment of the Defender has been sent, the Inter-American Court will notify the victims of this and provide the Defender with all relevant information, so that the latter may contact them as soon as possible.



The Court will also provide the Defender with the file for the supervision of compliance with the judgment stage, clearly indicating the supervision orders that have been issued in relation to the specific case.

**FIVE:** Legal representation before the Inter-American Court by the person(s) designated by the Inter-American Association of Public Defenders is free and Defenders will charge only expenses incurred in the defense.

The Inter-American Court will defray, to the extent possible, through the Victims' Legal Assistance Fund, the reasonable and necessary expenses incurred by the designated Defender. In this case, the Defender must provide evidence of the expenses incurred in the supervision of judgment proceedings.

**SIX:** The differences that may arise from the interpretation or application of this Agreement, will be resolved by agreement of the Parties.

**SEVEN:** This Agreement may be modified by mutual agreement between the Parties, by means of written communication specifying the date such modification shall enter into force.

**EIGHT:** This Agreement will enter into force from the date of its signing and will have an indefinite duration and may be terminated by either Party by means of written notification addressed to the other, at least three months prior to the date of the desired termination. Nevertheless, activities that are underway must be completed.

Signed in the city of Buenos Aires, Argentina, on the fourteenth day of the month of May of the year two thousand and nineteen, in two original copies in the Spanish language, both texts being equally authentic.



**I/A Court H.R.**  
Protecting Rights

*For the*

**INTER-AMERICAN COURT  
OF HUMAN RIGHTS**

*For the*

**INTERAMERICAN ASSOCIATION  
OF PUBLIC DEFENDERS**

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**Judge Eduardo Ferrer Mac-Gregor Poisot**  
**President**

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**Nydia Lisette Arévalo Flores**  
**General Coordinator**