In the case of Valle Jaramillo et al.,

The Inter-American Court of Human Rights (hereinafter, the "Inter-American Court", the "Court" or the "Tribunal"), pursuant to Article 67 of the American Convention on Human Rights (hereinafter “the Convention” or “the American Convention”) and Article 59 of the Rules of Procedure of the Court (hereinafter “the Rules of Procedure”), [FN1] delivers on the requests for interpretation of the Judgment on Merits, Reparations and Costs issued by the Court on November 27, 2008 in the case of Valle Jaramillo et al. v. Colombia (hereinafter “requests for interpretation”) filed by the Republic of Colombia (hereinafter, the “State" or "Colombia”) and the representatives of the victims (hereinafter, the “representatives”).

[FN1] The Rules of Procedure approved by the Court in its LXI Period of Ordinary Sessions held from November 20 to December 4, 2003, during sessions number 9 and 10 of November 25, 2003, shall apply.

I. Filing of the requests for interpretation and procedure before the Court

1. On March 18, 2009 the State filed a request for interpretation of the Judgment on the merits, reparations and costs rendered in the instant case on November 27, 2008 [FN2] (hereinafter, the “Judgment”) based on Articles 67 of the Convention and 59 of the Rules of Procedure. In the request for interpretation, the State requested the Tribunal the clarification of some aspects related to the following four matters: 1) the measures of reparation of which Messr. Alfonso Montoya Restrepo is a beneficiary and, if applicable, the amount of the possible compensation; 2) the reference made to the different time limits as to the compliance with the obligation to publish different paragraphs of the Judgment and the obligation to provide

psychological and psychiatric care to the victims; 3) the nature, method and time limit related to the compliance with the obligation to provide an educational grant to study in favor of Messr. Carlos Fernando Jaramillo Correa and Nelly Valle Jaramillo, and 4) the moment from which the time limit, indicated in Operative Paragraph twenty of the Judgment, in relation to the return, if applicable, of Messr. Carlos Fernando Jaramillo Correa to Colombia, starts running.

[FN2] Cf. Case of Valle Jaramillo et al. v. Colombia. Merits, Reparations and Costs. Judgment of November 27, 2008. Series C No. 192.

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2. On March 23, 2009 the representatives filed a request for interpretation of the Judgment, on the basis of Article 67 of the Convention and 59 of the Rules of Procedure, by which they made inquiries on the following six matters: 1) the date that must be considered to determine the exchange rate in order to convert the compensatory amounts for pecuniary and non-pecuniary damage and for reimbursement of costs and expenses into Colombian pesos; 2) if the amount for costs and expenses determined in the Judgment includes “the expenses incurred by Messr. Carlos Fernando Jaramillo Correa”; 3) the method and place to comply with the obligation to provide medical and psychosocial care to the victims and their next-of-kin; 4) the place where the obligation to provide an educational grant to Messr. Carlos Fernando Jaramillo Correa must be complied with and, in his case and in the case of Mrs. Nelly Valle Jaramillo, the possibility that said grant be transferred to her children; 5) whether to include "adequate financial conditions" in the obligation to guarantee the safety of Carlos Fernando Jaramillo and to facilitate the process of his return to Colombia, and 6) the scope of the expression “the Court notes the undertaking" concerning the establishment of the Jesús María Valle Jaramillo grant and the continuation of the Human Rights Defenders Policy in Colombia.

3. On March 27, 2009 the Secretariat of the Court (hereinafter, the “Secretariat”), following the instructions of the President of the Court (hereinafter, the “President”) invited the parties to present, until the non-renewable date of May 4, 2009, the written arguments they consider appropriate to said requests for interpretation. Furthermore, in accordance with what is stipulated in Article 59(4) of the Rules of Procedure, the State was reminded of the fact that “[t]he request for interpretation does not suspend the effect of the Judgment”.

4. On May 4, 2009 the State, the Inter-American Commission on Human Rights (hereinafter, the “Inter-American Commission” or the “Commission”) and the representatives forwarded the respective written arguments on the requests of interpretation filed in the instant case (supra paras. 1 and 2). In addition, the State requested “an additional term of 15 days to forward complementary information on the exchange rate used to pay [the compensations] order[ed] in dollars within the domestic legal system". Following the instructions of the President of the Court, the State was granted a non-renewable term until May 13, 2009 to present said complementary information, which was received on such date.

II. Jurisdiction and Composition of the Court

5. Pursuant to Article 67 of the Convention, [FN3] the Court has jurisdiction to interpret its own judgments. When performing the analysis of the request for interpretation, the Court must have, if possible, the same composition it had at the time of rendering the respective Judgment (Article 59(3) of the Rules of Procedure). On this occasion, the Court judges are the same who rendered the Judgment of which the interpretation has been requested.

[FN3] Article 67 of the Convention provides:
[t]he judgment of the Court shall be final and not subject to appeal. In case of disagreement as to the meaning or scope of the judgment, the Court shall interpret it at the request of any of the parties, provided the request is made within ninety days from the date of notification of the judgment.

III. Admissibility

6. It is within the Court's functions to verify if the terms of the request for interpretation fulfill the requirements set forth in the applicable provisions, that is, Article 67 of the Convention and Articles 29(3) [FN4] and 59 [FN5] of the Rules of Procedure.

[FN4] Article 29(3) of the Rules of Procedure establishes that "the judgments and orders of the Court may not be contested in any way".
[FN5] Article 59 of the Rules of Procedure –in its pertinent part- sets forth that:
1. The request for interpretation, referred to in Article 67 of the Convention, may be made in connection with judgments on the merits or on reparations and shall be filed with the Secretariat. It shall state with precision the issues relating to the meaning or scope of the judgment of which the interpretation is requested.
[…]
A request for interpretation shall not suspend the effect of the judgment.
The Court shall determine the procedure to be followed and shall render its decision in the form of a judgment.

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7. The Court verifies that the State and the representatives filed their respective requests for interpretation within the term set forth in Article 67 of the Convention, as notice of the Judgment was served upon the State and the representatives on December 23, 2008.

8. On the other hand, as previously decided by the Court, [FN6] a request for interpretation of a judgment must not be used as a means of objection; its only purpose must be to disentangle the meaning of a decision when one of the parties claims that the text of the operative paragraphs or fundaments lacks clarity or precision, provided those considerations have influence in the said operative part. Consequently, the amendment or annulment of the respective judgment cannot be claimed through a request for interpretation.

[FN6] Cf. Case of Loayza Tamayo. Interpretation of the Judgment on Merits. Order of the Court of March 8, 1998. Series C No. 47, para. 16; Case of Chaparro Álvarez and Lapo Iñiguez v. Ecuador. Interpretation of the Judgment on the Preliminary Objections, Merits, Reparations and Costs. Judgment of November 26, 2008. Series C No. 189, para. 13; Case of García Prieto et al. v. El Salvador. Interpretation of the Judgment on Preliminary Objections, Merits and Reparations and Costs. Judgment of November 24, 2008. Series C No. 188, para. 7.

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9. Hence, the Court declares those requests to be admissible and as a consequence, shall now proceed to analyze the issues requested in order to determine its meaning and scope.

IV. On the exchange rate applicable to the conversion of the compensatory amounts (Operative Paragraph 13)

10. The representatives requested the Tribunal “to indicate which date should be used to determine the exchange rate in order to convert the amounts ordered by the Court as compensation for pecuniary and non-pecuniary damage and reimbursement of costs and expenses […]" into Colombian pesos. To that end, the representatives requested the Court “to consider, as on other occasions, the fluctuation and instability of the value of the Colombian currency towards the American dollar and to determine that the conversion must be made taking into account the most favorable and representative exchange rate for the beneficiaries, between the date of notice of the judgment and the day prior to the effective payment".

11. In such regard, the State “noted that no date was determined in the judgment to apply the exchange rate". It pointed out, however, that "in accordance with the regulations in force in Colombia, the date to be used in order to determine the exchange rate to convert the compensatory amounts so ordered into Colombian pesos shall correspond to the date on which the State assumed the obligation to make such payment, that is, the date the Judgment was notified to the Colombian State. In this case, the exchange rate of December 19, 2008 shall be applied. For all that, [...] the State, pursuant to its domestic procedure, is able to comply with the payment of the compensatory amounts at a fixed exchange rate and therefore, it is not possible to assert that his aspect of the judgment needs to be clarified".

12. Moreover, the Commission “consider[ed] that given the fact that […] these are issues related to the method of compliance with the reparations ordered in the Judgment, it is precisely within the framework of the procedure to monitor and assess the implementation of such reparations where this type of inquiry must be put forward, therefore, it deems that this question […] is not viable by way of interpretation of the judgment”.

13. Paragraph 246 of the Judgment establishes that “the State shall comply with its obligation by payment in United States dollars or the equivalent amount in Colombian currency.” [FN7] In view of the fact that the Judgment does not establish a date to fix the currency Exchange rate, the Tribunal considers pertinent to clarify this aspect and refer to what has been set forth in its case-law, in the sense that in order to discharge its pecuniary obligations by tendering Colombian legal currency, the State must use “the New York, USA exchange rate between both currencies prevailing on the day prior to the date payment is made.” [FN8] Without prejudice to the

foregoing, the Court shall duly assess the information and observations presented by the parties in this respect within the framework of the procedure to monitor compliance with the Judgment.

[FN7] Cf. Case of Valle Jaramillo et al. v. Colombia, supra note 2, para. 246.
[FN8] Cf. Case of Caballero Delgado and Santana v. Colombia. Reparations and Costs. Judgment of January 29, 1997. Series C No. 31, para. 62; Case of Kawas Fernández v. Honduras. Merits, Reparations and Costs. Judgment of April 3, 2009; Series C No. 196, para. 222; and Case of Perozo et al. v. Venezuela. Preliminary Objections, Merits, Reparations, and Costs. Judgment of January 28, 2009. Series C No. 195, para. 422.

V. On the costs and expenses ordered in the Judgment (Operative Paragraph 13)

14. The representatives also questioned "whether the costs […] ordered [in the Judgment] include the expenses incurred by Messr. Carlos Fernando Jaramillo within the proceeding, specially after considering: 1) that the representatives [h]ave expressly waived to their right to receive any payment coming from the victims and next-of-kin in this case, informing that [their] request before the Court as to the expenses and costs of legal representation was intended for the Colombian State to pay directly the costs of the international proceeding [it] originated with the proven violations; 2) that the Valle Jaramillo family did not incur in any expenses during the domestic and international processing, inasmuch as, the representative organizations bear the total costs and expenses[,] and 3) that on the contrary, Messr. Jaramillo Correa incurred, in deed, expenses when moving to the city of Washington, D.C., using his own financial resources and on unpaid leave, expenses that he will not be able to recover by other means". In this way, the representatives requested the Court "to interpret whether the expenses incurred by Messr. Carlos Fernando Jaramillo Correa, in his capacity as victim, are included in those US$ 20.000 (twenty thousands dollars of the United States of America) and if that is the case, that the State of Colombia is under the obligation to respect the agreements entered into by the surviving victims, making the payment of the sums they determine, directly in dollars of the United States of America and on a banking account of Canada, country of residence of Messr. Jaramillo".

15. In addition, the State "consider[ed] that this issue is not subject-matter of interpretation inasmuch as the text of the judgment is clear". Hence, the State emphasized that "the […] Tribunal assessed the evidence furnished by the victims' representatives to determine the costs, evidence that did not relate to any category of the specific expenses incurred by Messr. Carlos Fernando Jaramillo; instead, they presented documents proving the expenses bore by the organizations of the representatives, which served as basis for the […] Court to order the costs […]". Moreover, as to the distribution that Mrs. Nelly Valle Jaramillo must make of the amount ordered in her favor as costs, the State pointed out that "it is not a matter of interpretation based on two reasons [:] on the one hand, the Judgment of the […] Court clearly determines the person to whom the State must pay the amount ordered as costs […]". On the other hand, the text of the judgment also determines that Mr. Nelly Valle may distribute the sums of money delivered to her among the people or organizations that she considers appropriate, taking into account the support provided and the expenses bore. Hence, the matter put forward by the representatives as basis of

interpretation is an issue that the victims' representatives, the victims and their next-of-kin must solve within their private spheres".

16. In this regard, the Commission "consider[ed] it would be useful for the best execution of the decision made in the Judgment that the Tribunal clarifies whether the amount determined in paragraph 244 of the judgment includes the expenses incurred by Messr. Jaramillo Correa on occasion of the processing of the instant case before the Inter- American system and, if that is the case, whether such amount must be delivered in equal or proportional parts to Mrs. Nelly Valle and Messr. Carlos Fernando Jaramillo as well".

17. The Court noted in its Judgment on the Merits that:

244. […] the Grupo Interdisciplinario por los Derechos Humanos and the Comisión Colombiana de Juristas forwarded certifications issued by their respective accountants indicating the expenses they allegedly incurred to assist the case at the domestic level and before the Commission. Furthermore, regarding the expenses for producing evidence before this Court, the representatives presented a so-called "budget of expenses". The Court f[ound] that the documents submitted by the representatives [were] not appropriate for determining the amount of the expenditure incurred. Nevertheless, the Court c[ould] confirm that the representatives incurred expenses related to processing this case before it, including bringing lawyers, witnesses, and expert witnesses from Colombia to the seat of the Court. Consequently, the Court determine[d], in equity, that the State shall deliver the sum of US$20,000.00 (twenty thousand United States dollars) to Nelly Valle Jaramillo for costs and expenses. This amount includes any future expenses that the victims may incur at the domestic level or while monitoring compliance with this judgment. This amount shall be delivered within one year of notification of th[e] judgment. Mrs. Nelly Valle Jaramillo shall, in turn, deliver the amount she considers appropriate to those who represented her in the proceedings before the Inter-American system, based on the assistance they provided. [FN9]

[FN9] Cf. Case of Valle Jaramillo et al. V. Colombia, supra note 2 para. 244.

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18. This Tribunal considers that the transcribed paragraph clearly refers to the evidence furnished by the representatives for the determination of the costs and expenses. It does not spring from that evidence the alleged expenses concerning Messr. Carlos Fernando Jaramillo Correa. Furthermore, the Judgment is clear when it determined that Mrs. Nelly Valle Jaramillo shall receive the amount ordered in the Judgment as costs and expenses and that she shall, in turn, deliver the amounts she considers appropriate among her representatives, according to the terms of the Judgment. Based on the foregoing, this Court notes that the inquiry made by the representatives in the request for interpretation aims at obtaining a decision different from the one established in the Judgment; consequently, the Court finds it is inadmissible.

VI. Compensations in favor of Messr. Alfonso Montoya Restrepo (Operative Paragraph 13)

19. In the request for interpretation, the State pointed out, as to Messr. Alfonso Montoya Restrepo, that "it is not clear his capacity as beneficiary of the measures of reparation" ordered in the Judgment, in spite of being considered an injured party. "Taking into account that Mrs. Nelly Valle Jaramillo lived with her brother, Jesús Maria Valle and that she did not live with Messr. Montoya, despite he was her spouse, the State […] made the following questions to the […] Court: Which are the measures of reparations that Messr. Montoya is a beneficiary of? [and,] which would be the amount that correspond to him?", in case the Tribunal holds that he is a beneficiary of a compensatory amount.

20. The representatives did not present arguments in this regard.

21. The Commission noted that, "in the Judgment, the Court expressly included Messr. Alfonso Montoya among the victims of violations of the rights established in Articles 5.1 [...], 8.1 and 25.1 [...] of the American Convention on occasion of the facts of [...] case. As a consequence, the Commission underst[ood] that he is entitled to the same reparations than the other victims of the same violations are entitled, regardless of having lived or not with Mrs. Nelly Valle at the moment of the murder of Jesús Maria Valle".

22. First of all, this Tribunal values that it was the State who, in good faith, requested the clarification as to the condition of beneficiary of Messr. Alfonso Montoya Restrepo, as well as of the amount that, if applicable, would correspond to him as injured party. In this connection, the Tribunal recalls that in paragraph 200 of the Judgment, within the framework of partial acknowledgment of responsibility made by the State, it considered Messr. Alfonso Montoya Restrepo as injured party. On occasion of this acknowledgment, the Court noted [FN10] that the State "in good faith and considering the case-law of the [...] Court" identified Messr. Alfonso Montoya Restrepo "as injured party" based on the violation of the rights enshrined in Articles 5 (Right to Humane Treatment), 8(1) (Right to Fair Trial) and 25(1) (Right to Judicial Protection) of the Convention, in conjunction with Article 1(1) (Obligation to Respect Rights) thereof, for being a member of the direct family of Mrs. Nelly Valle Jaramillo, victim declared in the instant case.

[FN10] Cf. Case of Valle Jaramillo et al., supra note 2, paras. 24 and 38.

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23. The Court notes that, in the Judgment, Messr. Montoya, in his capacity as victim, is a beneficiary of those measures of satisfaction and guarantees of non-repetition ordered in the Judgment, such as the investigation into the facts, the publication of the Judgment, the public act of acknowledgment of responsibility and the psychological and psychiatric treatment he may need. The representatives did not request the Court to order a specific compensation in favor of him and the Tribunal did not order such payment in the Judgment. Therefore, in response to the request for interpretation presented by the State, it does not spring from the Judgment the State's obligation to pay a compensatory amount to Messr. Montoya, who is a beneficiary of other measures of reparation ordered in the Judgment.

VII. On the different time limits (Operative Paragraphs 15 and 18)

24. In the request for interpretation, the State pointed out that "[the] operative paragraph 15 [of the Judgment] refers to the publication of [such judgment] and grants the State the term of one year to comply with it, under the terms of paragraphs 227, 231 and 234. However, incoherently, paragraph 231 establishes a term of six months to comply with the measure of reparation in question". Moreover, it pointed out that "in operative paragraph 18 [of the Judgment], the Court orders to provide immediately and free of charge, any psychological and psychiatric care required by the victims, according to the terms of paragraphs 227, 231 and 238 of the judgment. Nevertheless, […], paragraph 231 establishes a term of six months to comply with this measure of reparation". Hence, the State inquired about "which of the terms indicated is the one that needs to be considered in order to comply with the judgment, taking into account the different previous administrative proceedings that the State must conduct before executing each one of the measures?"

25. In this regard, the Commission considered that "it [could] be useful to precise the time limits to comply with these obligations". In addition, "it emphasize[d] that according to the case-law of the Tribunal in other cases […], the provision of medical or psychological care is an obligation of immediate fulfillment addressed to minimize the physical and mental sufferings of the victim and their next-of-kin".

26. The representatives did not argue about this request of the State.

27. Regarding the publication in the Official Gazette and once in another national newspaper with widespread circulation, of certain paragraphs of the Judgment, as well as the operative paragraphs thereof, this Tribunal notes that paragraph 231 of the Judgment contains a material mistake, inasmuch as the term to comply with said obligation is the term established in Operative Paragraph 15, that is, one year as of notice of the Judgment on the merits, reparations and costs of the instant case, as the Court has held in previous cases.

28. Moreover, as to the obligation to provide, free of charge, through specialized health care institutions, the psychological and psychiatric care required by the victims, the Court observes that paragraph 231 of the Judgment indicates that the term to effectively comply with that obligation is of six months, as of notice of the Judgment on the merits, reparations and costs. In addition, Operative Paragraph 18 orders its immediate compliance. In this regard, the Court considers pertinent to clarify that from the reading of both Operative Paragraph 18 and paragraph 231 of the Judgment, it spring that the State shall immediately adopt those measures tending to comply with this obligation and that, within six months, as of notice of the Judgment, the victims must be receiving the psychological and psychiatric care they require, according to the decision made in the Judgment.

VIII. On the place where the State must provide psychological and psychiatric treatment to Carlos Fernando Jaramillo Correa and his family (Operative Paragraph 18)

29. The representatives requested the Court "to indicate if it is possible to understand that [the] medical and psychological care [ordered in the Judgment] must be provided to Carlos Fernando Jaramillo and his next-of-kin in their current country of residence, Canada, in the even

the material and safety conditions for their return to Colombia are not ensured". In this way, the representatives pointed out that "it is necessary for the Court to establish the method that the Colombian State must adopt in order to provide such care immediately […] and to determine the conditions for that care to be appropriately and effectively provided".

30. Moreover, the State emphasized that "in the cases in which the beneficiaries of the measure of reparation have their permanent residence outside the territory of the country and, it has been so duly claimed and informed by the victims' representatives before the […] Court, that is, during the processing of the case before the delivery of the Judgment, […], the […] Tribunal has expressly ordered a different measure of reparation […]". In this connection, the State asserted that, "in accordance with the case-law of the […] Tribunal, unless otherwise established, the medical and psychological care for the beneficiaries of the measure of reparation in question must be provided for through health care institutions of the State". Besides, it pointed out that "it is not possible for the State to carry out this kind of measures outside the national territory[.] However, it is willing to provide the medical and psychological care to Messr. Carlos Fernando Jaramillo and his next-of-kin whenever they are in the country"; and to that end, the State reasserted its willingness "to conduct all the activities within its reach and taking into account the measure of reparation, to foster the return of the Jaramillo family". Finally, the State "considered that the conditions the medical and psychological care must meet within the national territory are specified in the text of the Judgment and the case-law of the Tribunal".

31. In this regard, the Commission pointed out that "it would be useful for the Court to expressly determine the method of compliance with this form of reparation in favor of Carlos Fernando Jaramillo [Correa] and his next-of-kin".

32. For that matter, this Tribunal notes that in paragraph 227(e) of the Judgment, the Court considered that the State has undertaken "[to provide] psychosocial and medical care in national health establishments to the victims determined by the Court in the judgment […] in this case". Furthermore, in Operative Paragraph 18, in relation to paragraph 231 of the Judgment, this Tribunal accepted and ordered such measure expressly offered by the State and, in paragraph 238, it specified that the State must provide "this care free of charge immediately, adequately and effectively through its specialized health care institutions". By referring to "its" institutions, the Tribunal clearly referred to Colombian national institutions. Therefore, such measure must be complied with in Colombia.

IX. On the obligation to grant educational grants in favor of Nelly Valle Jaramillo and Carlos Fernando Jaramillo Correa (Operative Paragraph 19)

33. In its request for interpretation, the State asked whether it should understand "that the Court […] ratified the offer made in [its] answer to the application as to carry out measures [to grant the educational grant] as an obligation of means or that it is a different order". In this sense, it pointed out that "it cannot give grants since these are awarded by educational institutions only, within their academic autonomy"; therefore, it asked if "it is possible to grant the beneficiaries of the measure, sufficient financial assistance to ensure the studies that these people opt for?". Furthermore, it indicated that "it is necessary to establish a time limit within which Messr. Carlos Fernando [Jaramillo Correa] and Mrs. Nelly Valle should state their willingness to study" "or

receive training for a profession". In this connection, the State pointed out that "the time limit established in the judgment to comply with this measure of reparation [is of one] year […]", and it further asked whether such time limit "should run as of the moment the beneficiaries clearly state their willingness to begin with the corresponding studies". Moreover, before the consultation of the representatives about whether the State should give an educational grant to Messr. Jaramillo Correa in Colombia or at his current place of residence, the State pointed out that "in accordance with the text of the Judgment, there is no doubt about [whether it is in Colombia] the place where the measure of reparation offered by [it], accepted and ordered by the [...] Court, must be complied with". Besides, as to the question of the representatives about whether the grants ordered could be transferred to the children of the beneficiaries, the State indicated that "the measures of reparation are determined according to the damage suffered and in this sense, it is not possible to transfer a measure of reparation from one person to another, specially in the case of measures of satisfaction". Therefore, even though "the State repeate[d] that it is willingness to comply with [said] measure of reparation", "it require[d] the Court to declare the request for interpretation to be inadmissible".

34. In this regard, the representatives alleged that the "decision of this Tribunal is clear, inasmuch as it establishes that the State must give an educational grant to each one, which means that the State has an obligation of result and not of means, as it seems the State has request[ed] [...] by means of the request for interpretation". Moreover, they pointed out that "a grant means the subsidy of the necessary and sufficient costs to begin and complete studies", therefore "this obligation implies the satisfaction and covering of all the expenses" and its compliance "must be understood to cover the completion of the studies and the granting of a degree". Besides, in relation to this measure, the representatives asked "if the educational grant for Carlos Fernando [Jaramillo Correa] must be granted in his [current] place of residence" in the event that "all the conditions necessary for his return are not ensured or if he decides not to return for the well-founded fear that he still feels". In this connection, the representatives asked whether the respective grants for Carlos Fernando Jaramillo and Nelly Valle Jaramillo "can be transferred to their children", if "due to physical, emotional, family or labor conditions [attributable to them], they cannot [...] benefit [directly] from the grant".

35. As to the question about the educational grants, the Commission noted "that in the course of the proceeding before the Court, the State did not refer to the commitment to carry out measures to give the grants [...] as an obligation of means. In such sense, the Commission is concerned that the State might have intended, by means of the request for interpretation, to denature and disregard the offer voluntarily made before the Court". Regarding the time limit within which the measure of reparation must be fulfilled, the Commission indicated that even though the operative paragraph of the Judgment establishes one year, "that does not mean that this obligation must be subjected to the constant scrutiny of the Court, during the time it is pending". Hence, the Commission is of the opinion that "considering these […] are issues related to the method of compliance with the reparations ordered in the judgment, it is precisely within the procedure to monitor compliance and assessment of the implementation of such reparations where this type of inquiries must be made". As to the argument put forward by the representatives, it indicated that "it would be useful for the Court to expressly determine the method of compliance with this form of reparation in favor of Carlos Fernando Jaramillo Correa and his next-of-kin".

36. In this respect, this Tribunal notes that in paragraph 227 (f) of the Judgment, the Court observed that the State has undertaken to "offer, following consultation with the victims [Nelly Valle Jaramillo and Carlos Fernando Jaramillo Correa], a study grant in Colombia for educational opportunities in the sector, profession, or subject that the victims wish to study". Furthermore, in paragraph 231 of the Judgment, this Tribunal accepted said measure expressly offered by the State and in Operative Paragraph 19 ordered the State "to grant Nelly Valle Jaramillo and Carlos Fernando Jaramillo Correa […] an educational grant to study or train for a profession". Hence, even though the Court bore in mind the commitment of the State to "offer" a grant, the Court, in the Judgment, ordered the State to "grant"- no only to offer- an educational grant in favor of Nelly Valle Jaramillo and Carlos Fernando Jaramillo Correa to study or train for a profession. Therefore, the obligation of the State is not merely of means, but of results. Consequently, the request for interpretation submitted by the State is inadmissible inasmuch as it does not comply with the requirements of the American Convention and the Rules of Procedure.

37. As to the State's question about whether it was possible to grant the beneficiaries financial assistance to comply with this measure, it seems clear that what the Court ordered in Operative Paragraph 19 was "to Nelly Valle Jaramillo and Carlos Fernando Jaramillo Correa […] an educational grant to study or train for a profession". Nevertheless, the Tribunal notes that paragraph 227 of the Judgment indicates that the State undertook to carry out this measure of reparation "following consultation with the victims". Therefore, the Court considers that the consultation refers to aspects that shall be best dealt with by the State, directly, with the victims and, when appropriate, by the Tribunal in the procedure to monitor compliance with the Judgment.

38. Regarding the question of the State about the moment from which the time limit established for the compliance with this obligation should start running, the Court considers that the Judgment is clear when it established, in Operative Paragraph 19, that the State had to comply with this obligation "within the term of one year, as of notice of the Judgment." Nevertheless, the Tribunal notes that the compliance with this obligation by the State implies, in part, that the beneficiaries shall carry out certain actions tending to the exercise of their right to this measure of reparation. Therefore, the Tribunal deems pertinent to clarify that the term established in Operative Paragraph 19 of the Judgment applies to the adoption of measures or actions by the State as well as the beneficiaries, in order to comply with what was ordered.

39. In relation to the question of the representatives about whether the educational grant for Carlos Fernando Jaramillo Correa can be given in Canada, his current place of residence, the Court notes that, in Operative Paragraph 19, the Tribunal referred to paragraph 227 of the Judgment, which established that the State undertook to make arrangements "for a grant in Colombia". Therefore, as it spring from the reading of the Judgment and considering that it is the State who is obliged to fulfill the decisions of the Tribunal, it is clear that said grant must be awarded through educational institutions of Colombia.

40. In relation to the question of the representatives about whether the respective grants for Carlos Fernando Jaramillo Correa and Nelly Valle Jaramillo can be transferred to their children,

the Tribunal considers that Operative Paragraph 19 is clear when it ordered that the grant shall be given to Messr. Jaramillo Correa and Mrs. Valle Jaramillo.

X. On the obligation to ensure safety conditions for the return of Carlos Fernando Jaramillo Correa to Colombia (Operative Paragraph 20)

41. The State asked “which is the time limit established for Carlos Fernando [Jaramillo Correa] to express his willingness to return to the country?", since “the time limit [of one year] determined in the Judgment to comply with this measure of reparation […] must start running as of the moment [he] expresses the willingness to return to a particular place of Colombia". In this way, pursuant to the State, “once he expresses his willingness to return to Colombia, th State shall proceed to study the safety conditions regarding Carlos Fernando Jaramillo and his next-of-kin in order to be familiar with the level of risk". In addition, regarding the consultation of the representatives on this matter, the State indicated that "the measure of reparation that the victims' representatives intend for the […] Court to study, is not subject to interpretation, inasmuch as [such] it is not only clear but also: a) the victims' representatives, during the processing of the case, under no circumstances requested that the safety conditions for the return of the family of Carlos Fernando Jaramillo be accompanied by socio-economic support”, hence, “it is clear that the measure of reparation, as has been accepted and ordered by the […] Court, exclusively includes the activities necessary to ensure the right to life and humane treatment [of the beneficiaries]”, and b) “in view of the relevant case-law, it is clear that when the [Inter-American] Court considered that the return must be accompanied by socio-economic support, it has ordered so”. “In this order of ideas, in this case, it is clear [that] it was not the Court's willingness to expand the measure of reparation in matters of security to material conditions in order to facilitate the return since it has not established so in the Judgment".

42. In addition, as to the return of Carlos Fernando Jaramillo Correa, the representatives considered that “the purpose of the time limit should not be for the victims to express their willingness to return to the country, which, lately, has depended on the lack of guarantees provided for by the State to protect the live, integrity and personal security". “The request made by the State to subject the compliance with the reparation to the declaration of willingness of the beneficiary of the reparation and temporally limit the possibility of making such declaration, differs from the meaning and scope that any interpretation of judgments protecting human rights must have”. On the contrary, the representatives “believe that it is an obligation of the State to declare and demonstrate which are the safety conditions and the guarantees that it is willing and is able to provide for the full enjoyment of the human rights of Carlos Fernando Jaramillo and his family in Colombia”. In this sense, the representatives emphasized that “the situation is not for the State to proceed to prepare a study on the risk once [Carlos Fernando Jaramillo Correa] declares [his] willingness of returning to the country", insofar as “the reparation that corresponds to the Colombian State […] is to offer and explain to [Carlos Fernando Jaramillo Correa] the guarantees and conditions according to which he and his family shall make the decision of returning without running any risk”. In relation to this aspect of the request for interpretation of the State, the representatives requested the Court “to point out whether it is proper to understand within the expressions ‘to ensure the necessary conditions of safety “ and “facilitate the process of return’, not only those aspects related to policies or measures of public order, but also, the State’s obligation to provide adequate economic conditions so that the return is, in fact, a

measure of reparations for the victims and not a way to revictimize them". All this considering that "[t]he measures of safety per se are not a form of reparation".

43. Regarding the return of Carlos Fernando Jaramillo Correa, the Commission mentioned that "a measure of reparation of this nature cannot impose a burden on its beneficiary or be subject to a strict limit in time", even when "from the text of the judgment [of the Court] it spring that this measure of reparation corresponds to a legal right of the beneficiary, not to the State's convenience". "Besides, when the Court establishes a term in a Judgment, said term is for the obligated party to comply with the decision made, not for the beneficiary party to exercise its right, except for extraordinary situations in which the Tribunal establishes a term for the alleged beneficiary to present evidence on this right to the reparation, which is not this case". "Consequently, the Commission considered that the [respective] request for interpretation […] is unnecessary and irrelevant". "Without detriment to the foregoing, the Commission is of the opinion that "considering these […] are issues related to the method of compliance with the reparations ordered in the judgment, it is precisely within the procedure to monitor compliance and assessment of the implementation of such measures where this type of inquiries must be made". Specifically, the Commission noted that the argument of the representatives regarding the obligation to provide adequate economic conditions for the return of Carlos Fernando Jaramillo Correa, "is not a matter of interpretation of the judgment".

44. In paragraph 227(g) of the Judgment, the Tribunal pointed out that the State has undertaken "to guarantee the safety of Carlos Fernando Jaramillo should he consider returning to Colombia permanently [and] to facilitate the process of return to their places of origin for the victims". Taking into account the commitments made by the State, in paragraph 231 of the Judgment this Tribunal accepted the offer made by the State and ordered said measures, since it considered that such measures constitute a way of providing satisfactory reparation for the consequences of the violations declared in this judgment, that they are in keeping with the Court's case law and that they represent a positive contribution by Colombia to compliance with its obligation to repair the damage caused . Therefore, in Operative Paragraph 20, the Tribunal ordered the State "to guarantee the safety of Carlos Fernando Jaramillo Correa should he decide to return to Colombia" and in paragraph 231 established the term of one year, as of notice of the Judgment, for the compliance with such measure. Even though the term established in the Judgment for the compliance with this measure is clear, the Tribunal acknowledges that said compliance by the State implies, in part, that the beneficiary must indicate his willingness to return to Colombia. Therefore, this Tribunal deems pertinent to clarify that the State and the beneficiary must agree, within the term established in Operative Paragraph 20 of the Judgment, on what may correspond to comply with what was ordered, in case Messr. Jaramillo Correa considers returning to Colombia. The Tribunal notes that the uncertainty as to the date, if applicable, of the return of Messr. Carlos Fernando Jaramillo Correa to Colombia, may generate complications in the fulfillment of this measure. However, the Court considers that, in case there are problems as to the method of compliance with such obligation, those problems shall be resolved within the procedure to monitor compliance with the Judgment.

45. As to the question of the representatives about whether upon the compliance with this measure of reparation, the State is also obliged to "provide adequate economic conditions" for the return, if applicable, of Carlos Fernando Jaramillo Correa to Colombia, the Tribunal notes

that in the Judgment, the Court did not order such measure of reparation. According to the terms of the Judgment, the only direct pecuniary obligation the State has with respect to Messr. Jaramillo Correa is the payment of certain amounts for pecuniary and non-pecuniary damage that he suffered as a consequence of the violations committed against him, which include the violation of the right to freedom of movement enshrined in Article 22(1) of the American Convention. Therefore, the request for interpretation submitted by the representatives does not fulfill the requirements of the American Convention and the Rules of Procedure and is, consequently, inadmissible.

XI. On the scope of the expression "the Court notes the undertaking" (paragraph 230 of the Judgment).

46. The representatives "request[ed] the […] Tribunal to define the scope of the expression 'the Court notes the undertaking' contained in paragraph 230 of the judgment", concerning "the establishment of the "Jesús María Valle Jaramillo" grant, which will be provided only once, [to] support the Human Rights Defenders Unit of the Inter-American Commission on Human Rights in its work, for two (2) years,' and 'to [continue] with Human Rights Defenders Policy continue the Human Rights Defenders Policy, based on current programs, measures and actions [as] an expression of the guarantee of non-repetition in relation to the protection of the human rights defenders".

47. The Commission pointed out that "under the Human Rights Internacional Law and pursuant to the practice of the Inter-American System, it is the State who is obliged to execute the measures of reparation in the benefit of the victim. In such sense, it is not appropriate to shift the responsibility to comply with the measure of reparation, in this case, the selection of the grantee, the periodic delivery of the salary, the assignation of tasks, the supervision of the work, among other things, to the Commission".

48. Moreover, the State "considere[d] that [t]his is not a matter of interpretation, inasmuch as it is clear that these activities were ordered by the Tribunal as a measure of reparation and therefore, are not established in the operative paragraphs of the Judgment". In this respect, the State noted that "in the text of the Judgment […] regarding some activities, the Court took note and regarding another ones, the Tribunal accepted and ordered them, which […] allows clearly understanding the expression used by the Tribunal".

49. In paragraph 227 of the Judgment, the Court observed several commitments offered by the State as measures of satisfaction and guarantees of non-repetition of the facts of the case. In this regard, in paragraph 230 "the Court t[ook] note of the undertaking made by the State [mentioned in paragraph 227] in relation to the establishment of the 'Jesús María Valle Jaramillo' grant to support the work of the Human Rights Defenders Unit of the Inter-American Commission on Human Rights, mentioned by the State as an 'act to recover the historical memory of Jesús María Valle Jaramillo as a human rights defender'. Furthermore, [the] Tribunal took note of the commitment made concerning the "Human Rights Defenders Policy", which the State presented as "a way of expressing the guarantee of non-repetition in relation to the protection of human rights defenders". In respect to other measures of reparation offered by the

State and mentioned in paragraph 227 of the Judgment, the Tribunal pointed out in paragraph 231 that it "accept[ed] and order[ed] them".

50. The Tribunal considers that said paragraphs clearly indicate that the Court did not order said measures of reparations related to the establishment of the 'Jesús Maria Valle Jaramillo' grant and the 'Human Rights Defenders Policy', but instead, in paragraph 231 the Court accepts and orders other measures of satisfaction and guarantees of non-repetition offered by the State, even determining the time limits to comply with them. In this sense, the Court clarifies that "to note the undertaking" does not imply ordering the measure in question. However, the Court emphasizes that it valued the corresponding State's commitments offered at the international level and, in this sense, "took note" of them, understanding that the State, in good faith, offered to make them effective, regardless of the decision made in the Judgment.

XII. Operative Paragraphs

51. Based on the foregoing reasons,

The Inter-American Court of Human Rights

Pursuant to Article 67 of the American Convention on Human Rights and Articles 29(3) and 59 of the Rules of Procedure,

Decides:

Unanimously,

1. To declare the requests for interpretation of the Judgment on merits, reparations and costs delivered on November 27, 2008 in the case of Valle Jaramillo et al., submitted by the representatives and the State, to be admissible, pursuant to the terms of paragraphs 7 and 9 of this Judgment.
2. To establish the meaning and scope of that stated in Operative Paragraphs 13, 15, 18, 19 and 20 and paragraph 230 of the Judgment on the merits, reparations and costs delivered on November 27, 2008, according to the terms of paragraphs 13, 23, 27, 28, 32, 36, 37, 38, 39, 40, 44 and 50 of this Judgment.
3. To dismiss the questionings made by the representatives, identified in paragraphs 14 and 42 of this Judgment, inasmuch as they are out of order and do not adjust to the terms of Articles 67 of the Convention and 29(3) and 59 of the Rules of Procedure, pursuant to the terms of paragraphs 18 and 45 of this Judgment.
4. To require the Secretariat of the Inter-American Court of Human Rights to notify this Judgment to the State of Colombia, the Inter-American Commission on Human Rights and the victims' representatives.

Done in Spanish and English, both being authentic, in San José, Costa Rica, on July 7, 2009.

Cecilia Medina Quiroga
President

Diego García-Sayán
Sergio García Ramírez
Manuel E. Ventura Robles
Leonardo A. Franco
Margarette May Macaulay
Rhadys Abreu Blondet

Pablo Saavedra Alessandri
Secretary

So ordered,

Cecilia Medina Quiroga
President

Pablo Saavedra Alessandri
Secretary