



KTE • LAW

August 26, 2014

VIA EMAIL ONLY

Ms. E. J. Graff
Brandeis University
Schuster Institute for Investigative Journalism
415 South Street
Waltham, MA 02453

Re: Children's House International (CHI)

Ms. Graf,

On behalf of Children's House International, I would like to respond to your recent inquiry and very much appreciate that you have provided us with the opportunity to do so.

At the outset, I note that relying on a single source such as the Department of State for your investigation and reporting will undoubtedly yield biased and inaccurate data, as is made clear in reviewing the six documents you have provided from the thousands received by Schuster Institute for Investigative Journalism from the US Embassy in Addis Ababa in response to its Freedom of Information Act request.

Children's House International (CHI) has reviewed the six documents that reference CHI and would like to make clear that the documents contain inaccurate, incomplete and misleading information. The documents demonstrate that the US Embassy discovered a contract between a birth parent and an orphanage, and reported this discovery to Council on Accreditation (COA) and the appropriate Ethiopian authorities, alleging that CHI had acted unethically and coerced birth mothers in to relinquishing their children through the use of a penalty clause in the contract. However, the Department of State's allegations were deemed baseless after further investigations revealed the following facts, absolving CHI of any wrongdoing:

- The Orphanage opened in the Fall of 2009. CHI did not employ anyone at the orphanage and had no responsibility for maintaining the orphanage. CHI played no role in the opening of the orphanage or preparation of any of the orphanage documents or processes.

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- Also in the Fall of 2009, an orphanage employee went to the local court in Ethiopia and was given a “Relinquishment Contract” to use which contained a clause that required the payment of 1000 birr by either party who breaches the agreement. The court-provided “Relinquishment Contract” was used by the orphanage in four instances in October and November 2009, the first two months the orphanage was open and operational.
- In all four cases, this document was submitted to the local court, local MOWA office, the Federal First Instance Court, and the Federal MOWA office as part of the adoption process, and each governmental entity reviewed this Relinquishment Contract and approved the adoption.
- In early 2010, CHI began preparing cases for submission to the US Embassy and discovered the “Relinquishment Contract” and its included penalty clause. CHI immediately asked the orphanage to have the penalty removed, new contracts signed, and the cases reviewed by the appropriate governmental entities.
- In all four cases, a new contract was entered between the orphanage and relinquishing birth parent. In all four cases, the adoption was affirmed by the Federal First Instance Court and Federal MOWA office.
- COA and the Ethiopian authorities fully investigated the US Embassy’s claims and found no fault with CHI’s actions in this matter. All of the adoptions were able to proceed, and the birth parents were fully informed of their rights and the absence of any penalty for reclaiming their children. No adverse action was taken against CHI as a result of the US Embassy’s complaint.

Again, CHI appreciates being able to provide the facts surrounding the allegations contained in the US Embassy’s documents. Going forward, if you have any questions, please feel free to contact me at kelly@ktelaw.com or by phone at 919.444.9034.

Thank you,

A handwritten signature in black ink, appearing to read 'Kelly Dempsey', with a long horizontal line extending to the right.

Kelly Dempsey