KENTE REGISTRY

GOVERNING DOCUMENT · BOARD & ADVISORS

Constitution of Kente Registry Limited

A public company limited by guarantee

ADOPTED
13 September 2026

IN EFFECT FROM
14 September 2026, on registration

VERSION
1.0

ACN · ABN
702 314 967 · 49 702 314 967

13 SEPT 2026

Adopted on 13 September 2026. This Constitution was adopted unanimously by the three founding members of Kente Registry Limited on 13 September 2026, taking effect when the company was registered on 14 September 2026.

This is the full text of the Constitution as adopted, published for transparency. The signature pages are not reproduced. The title page of the adopted text reads "ACN to be allocated on registration"; ACN 702 314 967 was allocated on 14 September 2026.

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PART 1

Preliminary

Clauses 1–5

1. Name

1.1 The name of the company is Kente Registry Limited (the Company).

2. Type of company

2.1 The Company is a public company limited by guarantee.

2.2 The Company is a not-for-profit entity and is intended at all times to be:

(a) a charity registered with the ACNC; and

(b) endorsed by the Commissioner of Taxation as a deductible gift recipient.

3. Definitions and interpretation

3.1 In this Constitution:

> **ACNC** means the Australian Charities and Not-for-profits Commission.
>
> **ACNC Act** means the Australian Charities and Not-for-profits Commission Act 2012 (Cth), including regulations made under it.
>
> **Board** means the directors acting collectively.
>
> **Corporations Act** means the Corporations Act 2001 (Cth).
>
> **Cultural Advisory Council** means the body constituted under clause 40.
>
> **Director** means a person appointed or elected to the office of director of the Company.
>
> **DGR** means a deductible gift recipient endorsed under Division 30 of the Income Tax Assessment Act 1997 (Cth).
>
> **External Conduct Standards** means the standards in Division 50 of the ACNC Regulations.
>
> **Founder** means Phillip Nyakpo, founder of the Kente Registry.
>
> **Gift Fund** means the fund maintained under clause 10.
>
> **Governance Standards** means the standards in Division 45 of the ACNC Regulations.
>
> **Member** means a person entered in the register of members.
>
> **Purposes** means the charitable purposes in clause 6.
>
> **Registry Data** means the records, profiles, images, recordings, metadata, identifiers and datasets created, collected or curated by the Company in documenting weavers, cloths, designs and weaving practice.
>
> **Responsible Person** has the meaning given by the ACNC Act.
>
> **Standard** means the Kente Registry Standard described in Schedule 1, as amended from time to time under clause 12.3.
>
> **Weaver Member** means a Member admitted under clause 14.3(b).

3.2 Words in this Constitution have the meaning given in the Corporations Act unless the contrary intention appears.

3.3 The singular includes the plural, and a reference to a person includes a body corporate and an unincorporated body.

3.4 A reference to legislation includes a reference to that legislation as amended, replaced or re-enacted.

3.5 If a provision of this Constitution is invalid or unenforceable, it is severed to the extent of the invalidity and the remainder continues in force.

3.6 Headings, notes and the table of contents do not affect interpretation.

4. Replaceable rules displaced

4.1 The replaceable rules in the Corporations Act do not apply to the Company, except to the extent they are repeated in this Constitution.

5. Liability and guarantee

5.1 The liability of Members is limited.

5.2 Each Member undertakes to contribute to the property of the Company, if it is wound up while they are a Member or within one year afterwards, an amount not exceeding $20 for:

(a) payment of the debts and liabilities of the Company contracted before they ceased to be a Member;

(b) the costs, charges and expenses of winding up; and

(c) adjustment of the rights of contributories among themselves.

PART 2

Purposes, principles and powers

Clauses 6–9

6. Charitable purposes

6.1 The Company is established solely for charitable purposes within the meaning of the Charities Act 2013 (Cth), being the advancement of culture and the advancement of education.

6.2 The purposes of the Company are:

(a) to promote, foster and advance public appreciation of Kente weaving as a living craft, design tradition and art form, including the Ewe (Agbamevɔ, also known as Agbamevor, meaning “cloth of the loom”) and Asante weaving traditions of Ghana;

(b) to promote and support understanding of Kente weaving and its culture across Australia and internationally through exhibitions, demonstrations, residencies, publications, public programs and partnerships with galleries, museums, libraries and educational institutions;

(c) to document, record and preserve knowledge of Kente weavers, cloths, designs, motifs, techniques, terminology and provenance, and to make that documentation publicly available as a permanent scholarly and cultural record;

(d) to develop, publish and maintain open technical standards, identifiers and methods for the documentation of Kente and related textile heritage, including the Kente Registry Standard;

(e) to advance education and scholarship concerning West African textile heritage, including through research, publication, teaching materials, open datasets and conference activity;

(f) to advance the recognition and attribution of individual weavers as named authors of their work, and to support their cultural and economic interests in that work; and

(g) to do anything incidental or conducive to the above.

6.3 The Company must pursue its purposes in accordance with the Governance Standards and, in respect of its activities and resources outside Australia, the External Conduct Standards.

7. Not-for-profit

7.1 The income and property of the Company must be applied solely towards the Purposes.

7.2 No part of the income or property of the Company may be paid or transferred, directly or indirectly, to any Member, Director or associate of a Member or Director, whether by way of dividend, bonus or otherwise by way of profit.

7.3 Clause 7.2 does not prevent payment in good faith, and on terms no more favourable than arm's length terms, of:

(a) reasonable remuneration to a Member or Director for goods supplied or services genuinely rendered to the Company in a capacity other than as a Director, where clause 32 is complied with;

(b) reimbursement of reasonable expenses properly incurred on behalf of the Company;

(c) interest at a reasonable rate on money lent to the Company;

(d) reasonable rent for premises let to the Company;

(e) premiums for insurance permitted under clause 54; and

(f) grants, stipends, fees, honoraria or benefits provided to a person, including a Weaver Member, as a genuine beneficiary of the Purposes and in accordance with a policy adopted by the Board.

8. Powers

8.1 The Company has the legal capacity and powers of a company under the Corporations Act.

8.2 The Company may exercise its powers only for, or in a way incidental to, the Purposes.

9. Cultural principles and safeguards

9.1 The Company acknowledges that Kente weaving traditions, designs, motifs and their meanings are the collective cultural heritage of the weaving communities of Ghana, and that the Company documents that heritage as a steward and not as an owner.

9.2 The Company must not assert ownership of, or seek registration of intellectual property rights in, any traditional Kente design, motif or name, other than to defend it against improper appropriation on behalf of the community concerned.

9.3 The Company must document a weaver or a weaver's work only with that weaver's free, prior and informed consent, obtained and recorded in a form and language the weaver understands.

9.4 A weaver may withdraw consent to publication of material concerning them or their work. The Board must adopt a policy governing the effect of withdrawal on published records, which must respect both the weaver's wishes and the integrity of the scholarly record.

9.5 Every record published by the Company must attribute the weaver, community and tradition to which it relates, so far as the Company is able to establish them, and must record honestly where attribution is uncertain.

9.6 The Company must not sell, license for commercial exploitation, or transfer for value the personal information of any weaver.

PART 3

Gift Fund and DGR requirements

Clauses 10–11

10. Gift Fund

10.1 The Company must establish and maintain a fund to be called the Kente Registry Gift Fund.

10.2 The Gift Fund must:

(a) receive all gifts of money or property made to the Company for its principal purpose;

(b) receive all money received by the Company because of those gifts;

(c) not receive any other money or property; and

(d) be used only for the principal purpose of the Company.

10.3 The Company must keep separate accounting records for the Gift Fund.

10.4 Receipts issued for gifts to the Gift Fund must state the name of the Company, its ABN, and that the receipt is for a gift.

10.5 The Company must comply with the requirements applying to it as a DGR, including the rules in Division 30 of the Income Tax Assessment Act 1997 (Cth), and must notify the Commissioner of Taxation if it ceases to be entitled to endorsement.

11. Assets of the Gift Fund on winding up or revocation

11.1 If the Company is wound up, or its DGR endorsement is revoked (whichever occurs first), any surplus assets of the Gift Fund remaining after payment of liabilities attributable to it must be transferred to one or more funds, authorities or institutions:

(a) which are DGRs;

(b) whose purposes are charitable and similar to the Purposes; and

(c) whose governing documents prohibit distribution of income or property to members.

11.2 The recipient is to be determined by the Members by resolution, or failing that by the Directors, or failing that by application to a court.

PART 4

The Standard and Registry Data

Clauses 12–13

12. The Kente Registry Standard

12.1 The Company is the custodian of the Kente Registry Standard described in Schedule 1.

12.2 The Standard must be published under an open licence permitting free use, reproduction and adaptation with attribution.

12.3 Amendments to the Standard must be made by the Board on the recommendation of the body or person discharging the standards function under clause 41, and each version must be permanently archived with a persistent identifier.

13. Registry Data

13.1 The Company holds Registry Data for the benefit of the weavers, communities and public it documents.

13.2 The Company must:

(a) publish Registry Data under open licensing terms, subject to clause 9 and to any restriction agreed with the person or community concerned;

(b) maintain persistent, unique and non-reassignable identifiers for records;

(c) maintain redundant preservation copies, including at least one copy held by an independent archival or repository service; and

(d) not place Registry Data behind a paywall, other than for reasonable cost recovery for physical publications or bespoke research services.

13.3 Registry Data must not be transferred, sold or licensed to any person on terms that would permit its enclosure, resale, or removal from public access.

14. Membership

14.1 The Members of the Company are the persons named as members in the application for registration, and every other person admitted to membership under this Part and entered in the register of members.

14.2 The number of Members is not limited.

14.3 There are the following classes of Member:

(a) Ordinary Members — individuals aged 18 or over, and bodies corporate, who support the Purposes and are admitted by the Directors. Ordinary Members may vote;

(b) Weaver Members — weavers, and members of weaving households and associations, documented by or participating in the work of the Company. Weaver Members have the same rights as Ordinary Members and may vote;

(c) Associate Members — institutions, supporters and honorary members admitted by the Directors. Associate Members may not vote and are not counted for a quorum.

14.4 An applicant becomes a Member when the Directors approve the application and the applicant's name is entered in the register of members.

14.5 The Directors may refuse an application without giving reasons, but must not do so on any ground that is unlawfully discriminatory or inconsistent with the Purposes.

15. Register of members, subscriptions

15.1 The Company must keep a register of members containing the information required by the Corporations Act.

15.2 A Member must notify the Company of a change to their details within a reasonable time.

15.3 The Company may withhold from public inspection any member information to the extent permitted by law, and must take reasonable steps to protect the personal information of Weaver Members.

15.4 No subscription, joining fee or other charge is payable for membership of the Company.

16. Rights of membership

16.1 Membership is personal and cannot be transferred or transmitted.

16.2 A Member has the rights conferred by this Constitution and the Corporations Act, including the right to receive notice of and attend general meetings, and (for voting Members) to vote.

17. Ceasing to be a Member

17.1 A person ceases to be a Member if they:

(a) resign by written notice to the Company;

(b) die, or being a body corporate, is wound up or deregistered; or

(c) are expelled under clause 18.

17.2 A person who ceases to be a Member remains liable for money owed to the Company and for the guarantee in clause 5.2.

18. Discipline

18.1 The Directors may suspend or expel a Member if satisfied that the Member has:

(a) breached this Constitution or a policy of the Company;

(b) acted in a way prejudicial to the Purposes or the reputation of the Company, including by breaching the consent or attribution principles in clause 9.

18.2 Before acting, the Directors must give the Member written notice of the grounds, a reasonable opportunity of not less than 21 days to respond in writing or in person, and must consider that response.

18.3 The Member may appeal to a general meeting by written notice within 21 days of being notified of the decision. The appeal must be determined at the next general meeting, and the decision of that meeting is final.

19. Disputes

19.1 The Company, its Members and Directors must attempt to resolve disputes concerning this Constitution by good faith discussion, and failing that by mediation before an accredited mediator, before commencing proceedings.

19.2 Clause 19.1 does not prevent a party from seeking urgent interlocutory relief.

PART 6

General meetings

Clauses 20–26

20. Annual general meeting

20.1 The Company must hold an annual general meeting in accordance with the Corporations Act and, in any event, at least once in each calendar year.

20.2 The business of an annual general meeting includes receiving the reports of the Directors and (where required) the auditor or reviewer, electing Directors, and considering any other business of which notice has been given.

21. Calling and notice

21.1 The Directors may call a general meeting at any time.

21.2 The Directors must call a general meeting on the request of Members with at least 5% of the votes that may be cast at a general meeting, in accordance with the Corporations Act.

21.3 At least 21 days' notice of a general meeting must be given to every Member, every Director and the auditor (if any).

21.4 Notice must set out the place, date and time of the meeting (and any technology used), the general nature of the business, and the terms of any special resolution. So far as practicable, notices to Weaver Members must be given in a language and by a means they can access.

21.5 Accidental omission to give notice, or non-receipt of notice, does not invalidate the meeting or a resolution passed at it.

22. Quorum

22.1 The quorum for a general meeting is two voting Members present, or 25% of voting Members, whichever is greater.

22.2 If a quorum is not present within 30 minutes after the appointed time, the meeting is adjourned to the same day in the following week at the same time and place, or as the Directors determine. If a quorum is not present at the adjourned meeting within 30 minutes, the Members present (being not fewer than two) constitute a quorum.

23. Meetings using technology

23.1 A general meeting may be held at more than one venue, or wholly by means of technology, provided all Members have a reasonable opportunity to participate.

23.2 A Member participating by technology is taken to be present.

23.3 The Directors must have regard to time zones and connectivity when fixing the time of a meeting, so that Members in Ghana and in Australia can reasonably participate.

24. Proceedings

24.1 The chair of the Board chairs general meetings. If the chair is absent or unwilling, the Members present must elect a chair for the meeting.

24.2 The chair may adjourn a meeting with the consent of the meeting, and must do so if directed by the meeting. Only unfinished business may be transacted at an adjourned meeting.

25. Voting

25.1 Each voting Member has one vote.

25.2 A resolution is decided on a show of hands (or its electronic equivalent) unless a poll is demanded by the chair or by at least two voting Members present.

25.3 In the case of an equality of votes, the chair does not have a casting vote and the resolution is lost.

25.4 A Member may appoint a proxy, who need not be a Member, by an instrument received by the Company at least 48 hours before the meeting.

25.5 A special resolution requires at least 75% of the votes cast by Members entitled to vote.

26. Written resolutions

26.1 A resolution (other than one to remove an auditor) is validly passed if all voting Members sign, or communicate their assent to, a document containing a statement that they are in favour of it.

26.2 Assent may be given electronically, and in counterparts.

PART 7

Directors

Clauses 27–36

27. Number and composition

27.1 The Company must have at least three and not more than nine Directors.

27.2 At least two Directors must ordinarily reside in Australia.

27.3 The Board must use its best endeavours to ensure that at least one Director is a person with lived connection to the Ewe or Asante weaving traditions, nominated after consultation with the Cultural Advisory Council.

27.4 A majority of Directors must be persons who are not related to each other and who do not have a material financial interest in a supplier to the Company.

28. Appointment and election

28.1 The first Directors are those named in the application for registration.

28.2 Each Director holds office for a term of four years, subject to this clause. At each annual general meeting, one third of the Directors (rounded down), being those longest in office since last elected, retire and are eligible for re-election.

28.3 The Members may elect a person as a Director at a general meeting.

28.4 The Directors may appoint a person as a Director to fill a casual vacancy or as an additional Director. A Director so appointed holds office until the next annual general meeting, when they are eligible for election.

28.5 A Director may serve no more than three consecutive terms without a break of at least one year, except:

(a) with the approval of a general meeting by ordinary resolution; or

(b) to the extent that applying this clause would reduce the number of Directors below the minimum in clause 27.1.

29. Eligibility

29.1 A person is eligible to be a Director only if they:

(a) are not disqualified from managing a corporation under the Corporations Act, unless ASIC or a court permits;

(b) are not disqualified from being a Responsible Person under the ACNC Act; and

(c) consent in writing to act.

29.2 A Director need not be a Member.

30. Vacation of office

30.1 A person ceases to be a Director if they:

(a) resign by written notice;

(b) die or become of unsound mind or incapable of managing their affairs;

(c) become ineligible under clause 29.1;

(d) are absent from three consecutive Board meetings without leave of the Board;

(e) are removed by resolution of a general meeting; or

(f) are removed by resolution of the Directors, on the ground of serious or persistent breach of duty, after being given notice of the grounds and a reasonable opportunity to be heard.

30.2 Nothing in this Constitution limits the right of Members to remove a Director under the Corporations Act.

31. Powers and duties

31.1 The business of the Company is managed by or under the direction of the Directors, who may exercise all powers of the Company other than those required to be exercised in general meeting.

31.2 Each Director must comply with the duties imposed by the Corporations Act, the ACNC Act, the Governance Standards and the general law, including duties to act in good faith in the best interests of the Company and for the Purposes, with care and diligence, not to misuse position or information, to disclose and manage conflicts of interest, and to ensure the Company's financial affairs are managed responsibly and its obligations to creditors met.

32. Payments to Directors

32.1 A Director must not be paid remuneration for acting as a Director.

32.2 The Company may reimburse a Director for reasonable expenses properly incurred in performing their duties.

32.3 The Company may pay a Director for goods or services provided in a capacity other than as a Director only if:

(a) the payment is approved by the Directors as reasonable and on arm's length terms or better for the Company;

(b) the interested Director takes no part in the deliberation or vote; and

(c) the payment and its terms are recorded in the minutes and disclosed in the Company's annual report to Members.

33. Conflicts of interest

33.1 A Director who has a material personal interest in a matter being considered by the Directors must disclose the nature and extent of that interest as soon as practicable, and must ensure it is recorded in the minutes.

33.2 A Director with a material personal interest must not be present while the matter is considered, and must not vote on it, unless the other Directors resolve otherwise in accordance with the Corporations Act.

33.3 The Company must maintain a register of interests of Directors and senior staff.

34. Meetings of Directors

34.1 The Directors must meet at least four times in each financial year.

34.2 A meeting may be held using technology, and a Director participating by technology is taken to be present.

34.3 The quorum for a Board meeting is a majority of Directors then in office, being not fewer than two.

34.4 Questions are decided by a majority of votes of Directors present. The chair does not have a casting vote; an equality of votes means the resolution is lost.

34.5 A resolution in writing signed or assented to by all Directors entitled to vote is as valid as a resolution passed at a meeting.

35. Office bearers

35.1 The Directors must elect a chair from among their number, and may elect a deputy chair, treasurer and other office bearers.

35.2 An office bearer holds office for such term as the Directors determine.

36. Delegation and committees

36.1 The Directors may delegate any of their powers to a committee, a Director, an employee or another person, and may revoke a delegation.

36.2 A delegation must be recorded in the minutes and must state its scope and any conditions.

36.3 The Directors remain responsible for the exercise of delegated powers.

PART 8

Founder and succession

Clauses 37–39

37. The Founder

37.1 The Company recognises Phillip Nyakpo as the Founder of the Kente Registry.

37.2 While willing and able to act and eligible under clause 29, the Founder is entitled to be nominated for election as a Director at each annual general meeting, and to hold the office of Founding Director.

37.3 The office of Founding Director is personal, is not transferable, and confers no additional vote, veto or power beyond those of any other Director.

37.4 Nothing in this Part limits the power of the Members to remove a Director under the Corporations Act.

37.5 The Founder may be appointed by the Board as Custodian of the Standard, with responsibility for the standards function under clause 41 and for advising the Board on the integrity of the Standard and of Registry Data. The appointment is revocable by the Board.

37.6 The Company acknowledges the Founder's authorship of the founding scholarly outputs listed in Schedule 1, and must preserve attribution of that authorship in all republication.

38. Succession planning

38.1 The Directors must adopt and review at least every two years a written succession plan covering:

(a) the offices of Founding Director, chair and Custodian of the Standard;

(b) continuity of the Company's access to and control of its domain names, hosting, code repositories, archival deposits, persistent identifiers and administrative credentials; and

(c) continuity of relationships with field officers, weavers' associations and traditional authorities.

38.2 The Company must ensure that no single individual is the sole holder of credentials or access necessary to operate the Registry, and that a sealed record of essential access is held by the Company's secretary or an independent professional adviser.

38.3 If the Founder dies, resigns or becomes permanently unable to act, the Directors must within 90 days:

(a) appoint a Custodian of the Standard; and

(b) report to Members on the operation of the succession plan.

39. Continuity of the Registry

39.1 The Directors must at all times ensure that the Registry could be transferred, in a usable and openly licensed form, to another charitable institution with similar purposes.

39.2 The Directors must maintain a current deposit of Registry Data and the Standard with an independent repository or archival institution.

PART 9

Cultural advice, standards and ethics

Clauses 40–42

40. Cultural Advisory Council

40.1 The Directors must establish a Cultural Advisory Council to advise on cultural protocol, consent, attribution, terminology and community relationships.

40.2 The Council should include, so far as practicable, representation of the Ewe weaving tradition (including Agotime-Kpetoe and Anyako-Keta area communities), the Asante weaving tradition (including Bonwire and Adanwomase area communities), traditional authorities, and weavers' associations.

40.3 The Council is advisory. It does not exercise the powers of the Directors, but the Directors must record their reasons where they depart from its advice on a matter of cultural protocol.

40.4 The Directors must establish the Council within 18 months of registration of the Company.

41. The standards function

41.1 The Company must maintain a standards function responsible for the Kente Registry Standard, identifier schemes and documentation methods, and for recommending amendments under clause 12.3.

41.2 The Directors may discharge that function through the Cultural Advisory Council, through a Standards Committee established under clause 36, or through the Custodian of the Standard reporting to the Board.

42. The ethics and consent function

42.1 The Company must maintain an ethics and consent function responsible for:

(a) approving consent instruments and their translations;

(b) reviewing complaints concerning consent, attribution or publication; and

(c) advising on the protection of vulnerable individuals, consistent with External Conduct Standard 4.

42.2 The Directors may discharge that function through the Cultural Advisory Council, through a separate committee established under clause 36, or by assigning it to a named Director or officer.

PART 10

Secretary, records, finances

Clauses 43–47

43. Secretary and registered office

43.1 The Company must have at least one secretary who ordinarily resides in Australia, appointed by the Directors.

43.2 The Company must have a registered office in Australia and must notify ASIC of it and of any change.

44. Records and minutes

44.1 The Company must keep minutes of all general meetings and Board meetings, and records of all resolutions passed without a meeting, and must keep the registers and records required by the Corporations Act and the ACNC Act.

44.2 Minutes must be signed by the chair of the meeting or of the next meeting within a reasonable time.

45. Financial year and accounts

45.1 The financial year of the Company is 1 July to 30 June.

45.2 The Directors must ensure that proper financial records are kept and that financial reports are prepared and lodged as required by the ACNC Act.

45.3 The Company's funds must be kept in accounts in the name of the Company, operated as the Directors determine.

46. Audit or review

46.1 The Company's financial reports must be audited or reviewed as required by the ACNC Act, or where the Directors or the Members by resolution so determine.

47. Compliance obligations

47.1 The Directors must ensure that the Company complies with the Governance Standards and, in respect of activities and resources outside Australia, the External Conduct Standards, including by:

(a) taking reasonable steps to ensure that funds and resources sent outside Australia are applied to the Purposes and are documented;

(b) conducting and recording an annual review of overseas activities;

(c) maintaining policies to minimise the risk of fraud, bribery, corruption and money laundering; and

(d) taking reasonable steps to protect vulnerable individuals to whom the Company's activities are directed or who are engaged by it.

PART 11

Winding up and dissolution

Clauses 48–50

48. Surplus assets

48.1 If the Company is wound up or dissolved, and after satisfaction of all its debts and liabilities and the application of clause 11, any surplus assets must not be paid to or distributed among Members or former Members.

48.2 The surplus assets must be given or transferred to one or more entities:

(a) with charitable purposes similar to the Purposes;

(b) which are registered charities and, if available, DGRs; and

(c) whose governing documents prohibit distribution of income or property to their members.

48.3 The recipient is determined by the Members by resolution before or at the time of winding up, or failing that by the Directors, or failing that by application to a court.

49. Registry Data on winding up

49.1 Registry Data and the Standard must be transferred to an entity satisfying clause 48.2 which undertakes in writing to maintain them under open licensing and consistently with clause 9, or failing that to a public archival or cultural institution able to give that undertaking.

49.2 In no case may Registry Data be sold, distributed to Members, or transferred to an entity that is not bound by clause 49.1.

50. Revocation of charity registration

50.1 If the Company ceases to be a registered charity, the Directors must promptly notify Members and take advice on the Company's continuing obligations, including in relation to the Gift Fund.

PART 12

General

Clauses 51–57

51. Notices

51.1 A notice may be given to a Member personally, by post to their address in the register, or electronically to an address or number nominated by the Member.

51.2 A notice sent by post is taken to be received three business days after posting; a notice sent electronically is taken to be received on the business day after it is sent.

52. Prohibition on securing personal advantage

52.1 No Member, Director or officer may use the Company's name, marks, data or reputation to secure a personal or commercial advantage inconsistent with the Purposes.

53. Indemnity

53.1 To the extent permitted by law, the Company indemnifies each Director, secretary and officer against liability incurred in that capacity, other than liability arising from a wilful breach of duty or a contravention of sections 182 or 183 of the Corporations Act.

54. Insurance

54.1 The Company may pay premiums for insurance for Directors, officers and volunteers, to the extent permitted by law.

55. Public officer

55.1 The Directors must appoint a public officer for taxation purposes and notify the Commissioner of Taxation.

56. Amendment of this Constitution

56.1 This Constitution may be amended only by special resolution of the Members.

56.2 An amendment has no effect to the extent that it would cause the Company to cease to be charitable, to cease to be not-for-profit, or to cease to be eligible for registration as a charity or endorsement as a DGR.

56.3 An amendment to clause 6 (Purposes), clause 7 (Not-for-profit), clause 9 (Cultural principles), clause 11, clause 13 (Registry Data), clause 48 or clause 49, or to this clause 56.3, requires in addition:

(a) a special resolution passed at a general meeting of which at least 28 days' notice has been given; and

(b) if the Cultural Advisory Council has been established, that it has been given a reasonable opportunity to comment, and its comments circulated to Members with the notice.

56.4 The Company must notify the ACNC of any amendment as required by the ACNC Act.

57. Governing law

57.1 This Constitution is governed by the law of Western Australia and the Commonwealth of Australia.

SCHEDULE 1

The Kente Registry Standard

The Kente Registry Standard comprises, at the date of adoption of this Constitution, the following two distinct foundational documents that together form the initial Standard, together with the registry identifier schemes (including weaver identifiers in the form KR-W-YYYY-NNNNN and design identifiers in the form KR-D-YYYY-NNNNN), the documentation methods, and any subsequent versions adopted under clause 12.3:

1. Ghana Kente Registry Standard (GKRS), Edition 1.0 — zenodo.org/records/19149655

2. Declaration of the Kente Registry Standard, v1.0 — zenodo.org/records/19371988 Both documents are foundational components of the broader registry framework.

Kente Registry Limited is an Australian public company limited by guarantee and a registered charity with the Australian Charities and Not-for-profits Commission (ACNC), registered from 14 September 2026. See its listing on the ACNC Charity Register.

Questions about this Constitution can be sent to info@kenteregistry.org.