

International Membership Agreement

Mandatory governing document for all INFS Member Organisations

Adopted under Art. 27.2 of the INFS Founding Statute · Binding contractual instrument

The Parties

This International Membership Agreement (hereinafter “the Agreement” or “IMA”) is entered into between:

Party A — INFS INFS PERMANENT SECRETARIAT

Dr. Francesco Matranga

acting as legal representative of CONPEF — Permanent Secretariat of INFS

Party B — Member Organisation

Dr. _____

acting as legal representative of _____

Party A and Party B are hereinafter collectively referred to as “the Parties”.

RECITALS

(A) INFS is an international non-profit association under Italian law (artt. 36-42 c.c.), with the Permanent Secretariat entrusted exclusively, permanently and irrevocably to CONPEF;

(B) The INFS Founding Statute v3.1 (2025), hereinafter “the Statute”, governs all member organisations and is incorporated by reference into this Agreement;

(C) The Rules of Procedure v2.1 and any further implementing regulations adopted by the Permanent Secretariat pursuant to Art. 27.2 of the Statute are binding on all members and form part of the normative framework incorporated by this Agreement;

(D) Party B has been admitted to INFS and wishes to formalise its membership in writing;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1 — MEMBERSHIP

Art. 1 — Membership Category

1.1 Party B is admitted in the following category (tick one):

- ☐ Category A — Founding Organisation (full voting rights, permanent, fee-exempt)
- ☐ Category B — Member Organisation (full voting rights, annual fee €1,000)
- ☐ Category C — Observer Organisation (no voting rights, max. 2 years, fee €500/year)

1.2 Membership becomes effective on the signature date, provided the first annual fee has been paid where applicable.

Art. 2 — Full and Irrevocable Acceptance of the Statute

2.1 Party B declares that it has read, understood and irrevocably accepts in its entirety the INFS Founding Statute v3.1 (2025), including all articles and any future amendments duly adopted pursuant to Art. 25 of the Statute.

2.2 Party B specifically and irrevocably accepts and acknowledges:

- (a) The exclusive, permanent and irrevocable role of CONPEF as Permanent Secretariat of INFS (Art. 14 of the Statute).
- (b) The validation, referral and consultation powers of the Permanent Secretariat over Council resolutions (Art. 12.6–12.7-bis).
- (c) The binding negative opinion power of the Permanent Secretariat over member admissions, subject to the procedural consultation of Art. 7.3 (Art. 7.2).
- (d) The exclusive appointment and revocation power of the Permanent Secretariat over the Secretary-General (Art. 15).
- (e) The intellectual property provisions of Art. 19, including the perpetual irrevocable licence to CONPEF over all INFS outputs.
- (f) The dissolution provisions of Art. 26, including the requirement of written Permanent Secretariat consent and the automatic devolution of all assets and IP to CONPEF.
- (g) All implementing regulations adopted by the Permanent Secretariat pursuant to Art. 27, present and future, which are binding from their date of adoption.
- (h) The role, limitations and non-executive nature of the Vice-Presidents as defined in Art. 13-bis of the Statute.
- (i) That the governance structure of INFS, including the primacy of the Permanent Secretariat, is designed to ensure regulatory coherence, institutional continuity and protection of the Network's mission at international level.

2.3 Party B expressly acknowledges that CONPEF's structural governance primacy within INFS is a fundamental, non-negotiable condition of membership. Party B irrevocably waives any right to challenge such primacy except as expressly provided under the Statute (including the statutory amendment procedure of Art. 25, which is subject to the Permanent Secretariat's compatibility review and binding observations, and the dissolution procedure of Art. 26, which requires the Permanent Secretariat's prior written consent).

Art. 3 — Statutory and Regulatory Hierarchy

3.1 This Agreement is governed by and subordinate to the INFS Founding Statute. In case of conflict, the Statute prevails.

3.2 Amendments to the Statute validly adopted pursuant to Art. 25 apply automatically to this Agreement without re-execution.

3.3 All implementing regulations adopted by the Permanent Secretariat under Art. 27 of the Statute are binding on Party B from the date of their adoption, without requiring amendment of this Agreement or further consent by Party B. Party B hereby irrevocably accepts this automatic application of implementing regulations as a condition of membership.

SECTION 2 — FINANCIAL OBLIGATIONS**Art. 4 — Annual Membership Fee**

4.1 Party B shall pay to the Permanent Secretariat the annual membership fee as follows:

- Category A — Founding Organisation: fee-exempt.
- Category B — Member Organisation: €1,000 / year.
- Category C — Observer Organisation: €500 / year.

Fees are payable by 31 January of each year.

4.2 Non-payment consequences are automatic and self-executing: voting rights suspended at 31 March; all INFS activities suspended at 30 June; expulsion procedure initiated at twelve (12) months.

4.3 Fees are non-refundable in all circumstances, including withdrawal, suspension or expulsion.

4.4 Fee changes adopted pursuant to Art. 8.4 of the Statute are notified by the Permanent Secretariat at least sixty (60) days in advance.

SECTION 3 — OBLIGATIONS OF THE MEMBER ORGANISATION

Art. 5 — Governance and Representation

5.1 Party B shall designate a primary delegate and one alternate in writing to the Permanent Secretariat within fifteen (15) days of this Agreement, notifying any change within fifteen (15) days.

5.2 Party B accepts the proxy rules set out in Art. 9 of the Statute and Art. 5 of the Rules of Procedure: standard form, signed by legal representative, submitted forty-eight (48) hours before each session; maximum two (2) proxies per delegate; Permanent Secretariat determination on proxy validity is final.

Art. 6 — Use of INFS Name, Acronym and Logo

6.1 Party B may use the INFS name, acronym and logo only in accordance with the Brand Guidelines issued by the Permanent Secretariat, only in connection with its INFS membership activities, and subject to the prior written notification required by the Rules of Procedure or by the applicable Brand Guidelines.

6.2 Party B may use the designation “Member of INFS — International Network of Forensic Sciences” provided it does not imply any representative, executive or decision-making role on behalf of INFS.

6.3 Party B may NOT, without specific prior written authorisation of the Permanent Secretariat: represent itself as an agent of INFS; conclude agreements in the name of INFS; use INFS standards in commercial activities; issue communications purporting to be from INFS.

6.4 Any unauthorised use entitles INFS to immediate suspension and expulsion without notice, and to seek injunctive relief and damages.

Art. 7 — Confidentiality

7.1 Party B shall maintain strict confidentiality over all non-public INFS information received. This obligation extends to all of Party B’s representatives and survives termination for a period of five (5) years. Confidentiality obligations concerning unpublished standards, disciplinary proceedings, personal data, judicial data, case materials, intellectual property, trade secrets or information expressly designated as permanently confidential shall survive for as long as such information remains non-public or legally protected.

7.2 Breach entitles INFS to immediate suspension, expulsion and damages.

Art. 8 — Code of Ethics and Notification Obligations

8.1 Party B accepts the INFS Code of Ethics for itself and all its INFS representatives.

8.2 Party B shall notify the Permanent Secretariat within thirty (30) days of: change in legal status, dissolution proceedings or leadership; criminal investigation or disciplinary proceedings affecting the organisation or its key representatives; significant conflicts of interest with INFS activities.

8.3 Failure to notify is grounds for expulsion.

Art. 9 — Intellectual Property Assignment and Waiver

9.1 All Outputs produced by Party B or its representatives in any INFS activity vest immediately and automatically in INFS upon creation, managed by the Permanent Secretariat. INFS retains exclusive ownership of all such Outputs in accordance with Art. 19 of the Statute.

9.2 Party B irrevocably assigns to INFS all IP rights (copyright, database rights, neighbouring rights and equivalent rights under any national law) in all such Outputs, on its own behalf and that of all its representatives.

9.3 To the extent permitted by applicable law, Party B waives the exercise of moral rights in Outputs in a manner inconsistent with the collective use, publication and dissemination of such Outputs by INFS. Where applicable law renders such waiver ineffective — as is the case in Italy, France, Spain and other civil-law jurisdictions where moral rights are inalienable — Party B undertakes not to exercise moral rights in a manner that would prevent or materially hinder INFS from using, publishing or proposing such Outputs in accordance with its mission. Individual contributors retain the right to be credited as authors in acknowledgements published by INFS.

9.4 Where Party B’s pre-existing IP is incorporated into INFS Outputs with Party B’s knowledge, Party B grants INFS and CONPEF a royalty-free, perpetual, irrevocable, worldwide, sublicensable and assignable licence.

9.5 Individual contributors may be named in acknowledgements, but no individual authorship rights arise.

9.6 These IP provisions survive termination of this Agreement indefinitely.

9.7 Notwithstanding the above, Party B may continue to use Outputs to which it has contributed for its own institutional, professional and non-commercial activities, provided such use does not conflict with INFS interests or applicable licensing policies.

SECTION 4 — RIGHTS OF THE MEMBER ORGANISATION

Art. 10 — Membership Rights

10.1 Subject to compliance with this Agreement and the Statute, Party B is entitled to:

- One vote in the Council of Presidents (Categories A and B only).
- Participation in ITGs relevant to its disciplines, subject to Permanent Secretariat approval.
- Access to all published INFS standards, BPMs and technical guidelines.
- Speaking opportunities at the Annual Forensic Summit, subject to programme approval.
- Use of the INFS membership designation, subject to Art. 6 of this Agreement.
- Receipt of INFS publications, newsletters and all official communications.
- Right to propose agenda items by written submission to the Permanent Secretariat at least thirty (30) days before each session.

10.2 All rights are automatically suspended during non-payment or material breach. Rights are restored upon full regularisation.

10.3 Membership rights are personal to Party B and may not be transferred, assigned or sublicensed.

SECTION 5 — WITHDRAWAL AND TERMINATION

Art. 11 — Withdrawal

11.1 Party B may withdraw with ninety (90) days' written notice to the Permanent Secretariat. All obligations remain in force during the notice period.

11.2 Consequences of withdrawal: all rights cease; no fees are refunded; INFS name and logo use shall cease immediately; intellectual property obligations survive indefinitely; confidentiality obligations survive in accordance with Art. 7.1.

Art. 12 — Suspension and Expulsion

12.1 The Permanent Secretariat may immediately suspend Party B from all INFS activities pending Council resolution, in case of material breach, reputational damage or unauthorised use of the INFS name or standards.

12.2 Expulsion requires a two-thirds Council majority upon Permanent Secretariat proposal and with its consent (Art. 10.3 of the Statute).

12.3 Before expulsion, Party B has twenty-one (21) days to present its position to the Permanent Secretariat. The Permanent Secretariat's determination after reviewing such position is final.

12.4 Consequences of expulsion: all rights cease immediately; no fees are refunded; INFS name and logo use shall cease immediately; intellectual property obligations survive indefinitely; confidentiality obligations survive in accordance with Art. 7.1; no reapplication is permitted for five (5) years.

SECTION 6 — GENERAL PROVISIONS

Art. 13 — Governing Law and Exclusive Jurisdiction

13.1 This Agreement is governed exclusively by Italian law.

13.2 All disputes are subject to the exclusive jurisdiction of the Court of Palermo, Italy, unless mandatory applicable law requires the jurisdiction of the court of the city where CONPEF's registered office is located at the time proceedings are initiated.

13.3 Before initiating court proceedings, the Parties shall attempt good-faith written negotiation within sixty (60) days of written notification to the Permanent Secretariat.

Art. 14 — Language

This Agreement is executed in English. In case of discrepancy with any Italian translation, the English version prevails in all cases.

Art. 15 — Entire Agreement and Amendments

This Agreement, together with the INFS Founding Statute, the Rules of Procedure and all further implementing regulations adopted by the Permanent Secretariat, constitutes the entire agreement between the Parties with respect to INFS membership and supersedes all prior understandings, representations or agreements relating to the same subject matter.

Art. 16 — Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

Art. 17 — No Partnership or Agency

Nothing in this Agreement creates a partnership, agency or joint-venture relationship between the Parties. Party B has no authority to bind INFS or CONPEF in any manner whatsoever.

Art. 18 — Notices

Formal notices shall be in writing, by email with read receipt or by registered mail. Electronic notices are deemed received on the date of transmission unless a delivery failure is received within 24 hours.

EXECUTION

The Parties, having read and fully understood this Agreement, hereby execute it in two original copies, one for each Party.

This Agreement shall be executed exclusively by qualified electronic signature or by any other digital signature method accepted by the Permanent Secretariat, capable of identifying the signatory, ensuring the integrity of the document and providing reliable evidence of execution.

The Permanent Secretariat may require the signatory to provide evidence of legal authority to represent the Member Organisation and evidence of the validity of the electronic or digital signature used.

A qualified electronic signature compliant with Regulation (EU) No. 910/2014 — eIDAS — shall be considered equivalent to a handwritten signature for all INFS purposes.

FOR PARTY A — INFS PERMANENT SECRETARIAT (CONPEF — Italy)

CONPEF - Coordinamento Nazionale Periti ed Esperti Forensi - INFS PERMANENT SECRETARIAT

Legal representative: Dr. Francesco Matranga

Qualified electronic signature:

FOR PARTY B — MEMBER ORGANISATION

Legal representative: Dr.

Qualified electronic signature: