



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

CONFIDENTIALITY AGREEMENT

BETWEEN

Alma Mater Studiorum – Università di Bologna, represented by the Head of ASES, the Student Services Division, currently in office

Hereinafter also referred to simply as "*The University*"

Hereinafter ASES - Student Services Area, also referred to simply as "*ASES*"

AND

Full name _____, place
of birth _____, on _____,
student registration no. _____, tax code _____,
registered in the programme _____

Hereinafter also referred to simply as "*the applicant*"

Jointly referred to as "*the Parties*"

RECITALS

HAVING REGARD

to Articles 3 and 34 of the Italian Constitution insofar as they require this University to remove all obstacles of a social nature in order to promote the full enjoyment of the Right to Study for those who wish to exercise it;

HAVING REGARD

also to Article 2 of the Italian Constitution, which requires the Republic of Italy to recognise and guarantee the inviolable rights of the person, both as an individual and in the social group in which the person expresses his or her personality, as interpreted by the most important case law, which also includes the right to gender identity;

HAVING REGARD

to law no. 164/1982, on the subject of the rectification of civil status documents in the event of a sex change, as interpreted by the Constitutional Court and the Supreme Court of Cassation, according to which the ultimate aim of the rectification mentioned above is the attainment of full psychophysical well-being, as construed by the applicant; therefore, surgical treatment to modify the primary sex characteristics does not constitute a prerequisite for access to the rectification procedure;

GIVEN

Article 2, paragraphs 1 and 6 of the University Statute, which commit this Administration to ensuring that the full exercise of the right to study is not



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

impeded by social obstacles, and to guaranteeing respect for the constitutional principle of equal opportunities in access to studies, staff recruitment and career progression;

GIVEN

Articles 9 and 10 of the Code of Ethics and Conduct issued by DR no. 1408/14 of 01/10/2014, which require the University to promote the full inclusion of every person in the university community and to recognise the equal dignity of all persons, rejecting all forms of personal or social prejudice and prohibiting all forms of direct or indirect discrimination;

HAVING ACKNOWLEDGED

the 2019 "Guidelines for Italian Universities on the Implementation of the Alias Career" of the National Conference of the Equality Bodies of Italian Universities in which the CRUI addresses recommendations to universities on the implementation of the alias career, clarifying certain points in order to ensure greater homogeneity in its application and to better safeguard the confidentiality of transgender persons;

GIVEN

the resolution of the Board of Directors of 28/09/2021 (prot. no. 274031/2021, Index no. 702/2021) with which the Guidelines for the activation and management of alias careers were adopted by the University;

GIVEN

in particular the aforementioned Guidelines, annexed to the aforementioned resolution, to be considered fully referred to herein;

IN VIEW OF

the broader context of inclusive and anti-discrimination actions and initiatives implemented by the University, aimed at enabling each person who makes up the University community to fully enjoy his or her right to self-determination, in order to ensure his or her equally full psychophysical well-being;

IN VIEW OF

the request submitted by _____,
born in _____,
on _____, tax code. _____

to initiate an alias career, through the attribution of a provisional identity valid only within the University, and in order to ensure the full exercise of this person's right to gender self-determination;

HAVING ACKNOWLEDGED

that the applicant identified above declares, for the sole purposes of this agreement, that his/her alias name is _____,
surname remaining unchanged;



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

IT IS AGREED AS FOLLOWS

- Art. 1. The recitals form an integral part of this Agreement.
In particular, the Parties agree that the purpose of this Agreement is to enable the applicant to fully enjoy the fundamental right to self-determination with regard to gender identity.
- Art. 2. The University receives the applicant's intentions and undertakes to initiate an alias career by assigning a provisional, transitory and non-consolidable identity consisting of the chosen name, without prejudice to all other personal data already provided and verified;
The University also undertakes to prepare and issue a new badge indicating the applicant's chosen name, with the registered surname; it will also provide a new email address consistent with the chosen name.
These documents may only be exhibited and used within the University, unless otherwise agreed and contracted.
- Art. 3. The alias career will be indissolubly associated with the applicant's career, specifying the applicant's personal details, and will remain in effect for the entire duration of the applicant's university career, unless a request to the contrary is received, or in the case of breaches of the Guidelines referred to above and/or violations of this Agreement.
Should the applicant wish to continue with the next cycle of studies after completing one cycle, the alias career will also be confirmed during the process of selection for matriculation.
- Art. 4. The applicant's personal details will be changed only for university career purposes.
Any act valid outside the University (including certifications and self-certifications) concerning the applicant's university career shall refer only to their official personal identity, unless otherwise provided for by specific agreements.
The applicant is required to submit a request for these documents to the UniversityContacts for Alias Career Management of the Student Community (also referred to simply as "University Contacts"), at the offices of ASES, Area Activities and Projects Sector.
The applicant undertakes to inform the University Contacts if he/she intends to carry out any acts within the University which may somehow be of significance beyond the University, so that the competent University bodies may perform the procedures involved. Acts of significance beyond the University may include, but are not limited to, doing an internship, joining an international mobility project or applying for a scholarship, with the aim of determining whether the applicant's chosen identity can also be used in these contexts, registering for the University Library System's loan service, and so on.



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

- Art. 5. The University cannot issue any certificates relating to the alias career.
- Art. 6. The University processes - and, where applicable, discloses to external parties - the applicant's personal data, including sensitive data, in accordance with the provisions of this agreement and of current legislation. University staff involved in the alias career procedure are formally authorised to process personal data and are under obligation to maintain the confidentiality of the information acquired.
- Art. 7. If the applicant applies for benefits for the right to higher education, the University will be authorised to disclose his/her personal details to the Regional Authority for the Right to Higher Education (ER-GO) solely for the purpose of managing the application.
The applicant may use library services in University libraries using a badge only. The applicant need merely express an interest in being registered for library services by e-mail. It should be noted that this registration will take place using the official name collected by the University Contact Persons directly from the person concerned and provided to the contact persons of ARPAC - Cultural Heritage Area, who carry out a single registration at the central level.
- Art. 8. The applicant undertakes to inform the University of any events or circumstances that could affect the content and validity of this Agreement: In particular, he/she undertakes to forward to the ASES Director a certified copy of any decision and/or court order issued by the judicial and/or administrative authorities on the subject of gender reassignment and/or name change in the official registry as soon as possible.
It is also the applicant's responsibility to announce his or her decision to deactivate his or her alias career, as well as his or her intention to carry out career acts such as transfers, transitions, or double registration.
- Art. 9. If there is reason to believe that the applicant has committed a breach of the Guidelines and/or this act, the University shall be entitled to temporarily suspend the applicant's alias career as a precautionary measure by order of the ASES Director.
The University will decide on the disciplinary significance of such conduct in the way specified in its regulations, and if it is found that the person accused has indeed violated the above-mentioned regulations, their alias career will be deactivated (with a consequent obligation to return the identification documents), without prejudice to any other consequences of the regulations and/or the law.
- Art. 10. This Confidentiality Agreement is effective as of the date of execution, without prejudice to the cases of breach mentioned above.
This Agreement will be immediately terminated when the relevant requirements are no longer fulfilled after completion of the university cycle.
- Art. 11. The Court of Bologna will have exclusive jurisdiction over any dispute arising out of this Agreement.



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

Art. 12. Attached to this Agreement please find a Personal Data Processing Notice, which the applicant attests to having received, read and understood in its entirety.

Bologna, _____

Alma Mater Studiorum – Università di Bologna
ASES – Student Services Division
The Head
(Signature)

The applicant
(Signature)

The following contractual clauses are expressly accepted pursuant to and for the purposes of Article 1341 of the Italian Civil Code: Article 9, concerning the University's power to suspend the effectiveness of the agreement in the event of well-founded suspicions of a breach thereof; Article 10, second paragraph, concerning the termination of the effectiveness of the agreement; Article 11, concerning elective jurisdiction;

Alma Mater Studiorum – Università di
Bologna
ASES – Student Services Division
The Head
(Signature)

The applicant
(Signature)



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

Personal data processing notice in the context of alias career management

pursuant to Article 13 of EU Regulation 2016/679

1. Introduction

Pursuant to Article 13 of European Regulation no. 679/2016 (hereinafter also referred to as the GDPR), the Alma Mater Studiorum - Università di Bologna (hereinafter also referred to simply as the "University") is obliged to provide you with information regarding the use of your personal data in relation to the activation and management of your alias career.

2. Parties involved in processing

Controller

Alma Mater Studiorum – Università di Bologna (registered office: via Zamboni 33, 40126 - Bologna, Italy; e-mail: privacy@unibo.it; certified e-mail: scriviunibo@pec.unibo.it)

Data Protection Officer

Data Protection Officer at the Alma Mater Studiorum - Università di Bologna (RPD/DPO).

Registered office: via Zamboni 33, 40126 - Bologna, Italy.

E-mail: dpo@unibo.it

Certified email (PEC) scriviunibo@pec.unibo.it

3. Processing purposes and methods

Personal data, including special data relating to the gender identity of the person concerned, are processed in order to activate and manage the alias career and to allow applicants the widest possible exercise of their right to self-determination with regard to gender identity, as well as to combat forms of discrimination and to create the safest and fairest possible environment for learning and working.

The personal data will specifically be processed for the purposes of:

- allowing the person concerned to keep their personal data as confidential as possible, and to be known in the University with their elected data;
- permitting access to certain services inside and outside the University with the use of the elected data;
- allowing participation in international activities and programmes using their own chosen identity, wherever possible;
- retaining data on personal and chosen identity for use in internal proceedings of external relevance, including storage in the University's files in accordance with the law.

Data may also be processed, in anonymised and/or aggregated form, for statistical and research purposes.



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

4. Recipients

In addition to the recipients mentioned in the general privacy policy published on the web site www.unibo.it/privacy, the data may also be sent to:

- third parties (e.g. Start Romagna, CUSB, Er.go, Polo Bibliotecario Bolognese), in order to enable the provision of further services and benefits to applicants;
- international universities and external organisations hosting interns, to enable career continuity during international mobility and/or internship periods;
- third parties appointed as Data Processors pursuant to art. 28 of Regulation (EU) 2016/679 to assist the University in managing its information systems and services (such as Microsoft services).

5. Transfer of data outside of the EU and the conditions applicable to the transfer

In addition to the cases provided for in the general notice published on the website www.unibo.it/privacy, the personal data collected may be transferred to a country outside the European Economic Area (EEA, i.e. the EU + Norway, Liechtenstein, Iceland) in the event that students undertake incoming or outgoing mobility, also as part of study courses provided under partnerships between several universities/bodies, or access the University of Bologna's training courses with qualifications obtained abroad.

6. Data retention period

All documents containing personal data that are necessary in order to have a record of important legal events concerning the student are stored indefinitely. The retention period for the remaining data depends on the administrative documents in which they are contained and/or on the corresponding legal requirements.

7. Rights of the Data Subject

To the extent applicable, data subjects have the right to obtain from Alma Mater Studiorum - Università di Bologna access to their personal data and the rectification or erasure thereof, the restriction of the processing related to them, or to object to such processing (art. 15 et seq. of the Regulation). Data subjects may make the relative requests to Alma Mater Studiorum - Università di Bologna by contacting the Data Protection Officer mentioned above.

Persons who believe that their personal data has been processed in violation of the requirements of Regulation (EU) 2016/679 or Legislative Decree 196/2003 as amended are entitled to lodge a complaint with the Italian Data Protection Authority pursuant to art. 77 of the above Regulation or seek an effective judicial remedy (art. 79 of the Regulation).



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
AREA SERVIZI STUDENTI

Legal basis and nature of the provision of data

The legal basis for the data processing is found in:

- articles 6, paragraph 1, letters e) (processing carried out in the public interest) and 9, paragraph 2, letter g) (processing for reasons of substantial public interest) of Regulation (EU) 2016/679;
- in the following regulatory sources: Articles 2, 3 and 34 of the Constitution; Article 2, paragraphs 1 and 6 of the University Statute; Articles 9 and 10 of the University Code of Ethics and Conduct.

In addition, the guidelines of the National Conference of Equality Bodies of Italian Universities (COUNIPAR) and the resolution of the Board of Directors no. 702 of 28/09/2021, which approved the University guidelines on ALIAS Careers, have been adopted.