



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 and date of birth _____,

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(1) and (6) of the University Statute (as last amended by Rectoral Decree no. 236/2024 of 20/02/2024), which commit this Administration to ensuring that the full exercise of the right to study is not



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. 293 of 05/03/2024, 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 and the resolution of 29/10/2024 of the same Body (prot. no. 399785/2024, Ref. no. 788/2024) which approved amendments and additions;

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 _____,
place and date of birth _____,
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;



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 and verify the possibility of maintaining one's elective identity. 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.



- Art. 5. The University cannot issue any certificates with only elective data.
- 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 may authorise the University as of now to proceed with the single registration to all the libraries of the Polo Bibliotecario Bolognese with the elective name, in accordance with the procedures indicated on the University portal and which are delivered in copy upon signing this agreement. To take up this option, the applicant must tick the following box:
I authorise my single registration to all libraries of the Polo Bibliotecario Bolognese with the elective name
- Art. 9. If there is reason to believe that the applicant has committed a breach of the Guidelines affect the content and validity of this Agreement. In particular, the applicant undertakes to timely submit to the Head of ASES – Student Services Division, a certified copy of any decision and/or court order issued by a judicial and/or administrative authority on the subject of gender reassignment and/or name change. It is also the applicant's responsibility to announce his or her decision to deactivate his or her alternative university identity, as well as his or her intention to carry out career acts such as transfers, transitions, or double registration.
- Art. 10. If there is reason to believe that the applicant has committed a breach of the Guidelines and/or this Agreement, the University will be entitled to temporarily suspend the applicant's alternative university identity as a precautionary measure by order of the Head of ASES - Student Services Division. 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 breached the above-mentioned regulations, their alternative university identity will be deactivated (with a consequent obligation to return the identification documents), without prejudice to any other consequences pursuant to the regulations and/or the law.



- Article 11. 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.
- Article 12. The Court of Bologna will have exclusive jurisdiction over any dispute arising out of this Agreement.
- Article 13. The Privacy Policy relating to the processing of personal data as part of the alternative university identity management and the Privacy Policy for the processing of personal data of Sebina users as part of the alternative university identity management, which the applicant certifies to have received, read, understood in every part and signed in full acceptance, are attached to this agreement.

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)



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.



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).



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.



Privacy Policy on the processing of data of the users of the Polo bibliotecario Unificato Bolognese

pursuant to Article 13 of Regulation (EU) 2016/679

1. Introduction

In accordance with Article 13 of Regulation (EU) 2016/679 (hereinafter also referred to as the GDPR), the libraries forming part of the Polo bibliotecario Unificato Bolognese of the National Library Service (SBN), (hereinafter referred to also as “Polo”) are required to inform you, through the Sebina application, of the use of your personal data.

2. Identity and contact details of the data controller

Libraries adhering to the Polo bibliotecario Unificato Bolognese of the National Library Service, act as joint data controllers with regard to the personal data processing referred to in this Privacy Policy. The Joint Data Controllers have entered into a joint controller agreement that regulates their respective responsibilities with regard to fulfilling the legal obligations in relation to personal data protection. Said agreement may be accessed by data subjects if specifically requested by the same. The list of libraries that are members of the Polo is published on the website [SBN Unibo](#). In order to simplify the management of requests and to reduce response times, any requests pursuant to paragraph 10 should be sent to the Data Protection Officer indicated below.

3. Data Protection Officer

For any matter relating to the services provided by the Polo bibliotecario Unificato Bolognese of the National Library Service (SBN), the Data Protection Officer may be contacted at the following email addresses polosbnubo@lists.unibo.it or dpo@regione.emilia-romagna.it.

4. Data processors

Libraries that are part of the Polo may make use of third parties to carry out activities and to process personal data (for example, in order to manage loans or as part of the technological services outsourced to third parties in order to send out reminders). In accordance with the law, said parties guarantee that they are sufficiently reliable and have the experience and abilities necessary to ensure compliance with the data processing provisions in force, including with regard to data security.

To this end, specific instructions, tasks and obligations apply to said third parties who are formally designated as “Data Processors”. Said parties are subject to periodic inspections by the libraries of



the Polo in order to verify maintenance of the level of guarantees ascertained when first appointing the same.

5. Persons authorised to process personal data

Your personal data will be processed by internal personnel authorised by the libraries of the Polo. Said personnel will receive appropriate instructions on the processing measures, mechanisms and methods adopted, all of which are aimed at the robust protection of your personal data.

6. Purposes and legal basis of processing

Your personal data will be processed, in accordance with Article 6(1)(e), for the purposes of performing institutional functions and, more specifically, in order to provide you with an integrated library service (including, for example, loan management and sending out communications regarding the library service) involving all the libraries of the Polo. The data may also be processed for historical and statistical research purposes. In the case of a request for the management of “alternative university” identities, the relevant processing of special categories of personal data takes place, pursuant to Articles 6(1)(e) and 9(2)(g) of the GDPR, in order to perform a task in the public interest, i.e. to enable and guarantee the applicant's right to self-determination with regard to gender identity to the greatest possible extent, as well as to counter forms of discrimination (cf. Article 3 of the Constitution, Article 10 of the Treaty on the Functioning of the European Union (TFEU), and Article 1 of Italian Legislative Decree 198/2006).

7. Data disclosure and dissemination

Your personal data may be shared only with the bodies indicated on the following web page [SBN Unibo](#) and may not be disseminated.

8. Transfer of data to countries outside the EU

Your personal data will not be transferred outside the European Union.

9. Retention period

Your data will be stored indefinitely for historical purposes. Processing for the purpose of managing “alternative university” identities will be carried out until the applicant's right to object is exercised.



10. Your rights

As a data subject, you may exercise your rights in accordance with this regulation in relation to and against each joint data controller referred to in paragraph 1. Specifically, you have the right:

- to access your personal data;
- to obtain the rectification or erasure of your data or to restrict the processing thereof;
- to object to the processing;
- to file a complaint with the Italian Data Protection Authority (Garante Privacy).

11. Data provision

Provision of your personal data is optional but necessary in order to achieve the purposes indicated above. Failure to provide the data will make it impossible to use the service.

To find out more

- [General privacy policy on Personal data processing](#)

For more information on the Data Controller, Data Protection Officer, data retention, and more, please refer to the general privacy policy.