



Confidentiality Agreement

BETWEEN

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

Hereinafter also referred to simply as “*the University*”

Hereinafter ASES – Student Services Division also referred to simply as “*ASES*”

AND

Name and Surname _____

born in _____ on _____

employee no. _____ Tax ID no. _____

role _____

employed at _____

Hereinafter also referred to simply as “*the applicant*”

Jointly referred to as “*the Parties*”

RECITALS

HAVING REGARD to Articles 3 and 37 of the Italian Constitution, insofar as they require removal of all obstacles of financial or social nature preventing the fulfilment of the rights of the human person, as well as full equality in the workplace;

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 164/1982 on 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 of Italy, 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, as lastly amended by Rector's Decree no. 236/2024 dated 20/02/2024, which commits 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 Rector's Decree no. 293 dated 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 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

Article 21 of the 2019-2021 National Collective Bargaining Agreement (CCNL) dated 18/01/2024, which for the first time regulates the matter of alias careers for Professional staff in the Public Administrations of the Education and Research Sector;

GIVEN

the resolution of the Board of Governors dated 28/09/2021 (Prot. no. 274031/2021, Ref. no. 702/2021) with which the Alias Career Guidelines were adopted by the University, and the resolution passed on 29/10/2021 by the same Board, approving amendments and supplements thereto;

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 application submitted by _____ ,
born in _____ ,
on _____ , Tax ID no. _____ ,
for the activation of an alias career, by receiving a provisional identity that is
only valid within the University, and in order to ensure the full exercise of this
person's right to self-determination of gender;

HAVING

ACKNOWLEDGED that the applicant identified above declares, for the sole purposes of this
Agreement, that his or her chosen name is _____ ,
while his or her surname will remain 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 his or her fundamental right to self-determination with regard to gender identity.
- Art. 2. The University acknowledges the applicant's decision and undertakes to activate an alias career by giving him or her a provisional and temporary identity, which cannot be made permanent, consisting of his or her chosen name, without prejudice to all other personal details already provided and verified.
The University further undertakes to prepare and issue a new ID badge indicating the applicant's chosen name and legally recognised surname; the University will also provide a new email address featuring that chosen name.
These documents may only be exhibited and used within the University, unless otherwise agreed.
- Art. 3. The alias career will be indissolubly associated with the career containing the applicant's personal details and will remain in effect for the entire duration of his or her career in any role, 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.
- Art. 4. An alias career may only be activated after the employment relationship is established.
However, the alias career will be confirmed in accordance with the aforementioned Guidelines in the event that the status of the person changes from student to employee of the University.



- Art. 5. The applicant's personal details will only be changed for the purposes of his or her career within the University. All career-related documents for external use (including certificates and self-certifications) will only refer to the applicant's legally recognised identity, unless otherwise provided for by specific agreements.
- The applicant is required to apply for any such documents to the Alias Career Service at ASES – Area Activities and Projects Unit.
- The applicant undertakes to inform the Alias Career Service in advance if he or she intends to carry out any activities within the University that are of some significance outside of it, so that the competent University offices may perform the related procedures. External activities may include but are not limited to going on business trips, joining an international mobility project, registering for the loan service of the University Library System (SBA), and the like.
- Art. 6. The University cannot issue any certificates relating to the alias career.
- Art. 7. The University will process – and, where applicable, disclose to external parties – the applicant's personal data, including sensitive data, in accordance with the provisions of this Agreement and of current legislation. The University staff involved in the alias career procedure are formally authorised to process personal data and are under an obligation to maintain the confidentiality of the information acquired.
- Art. 8. The applicant may access the University library services by using his or her ID badge only. The applicant need merely express an interest in being registered for library services by email. It should be noted that this registration will take place using the legally recognised name collected by the University Coordinators directly from the person concerned and provided to the ARPAC – Cultural Heritage Division staff in charge of registration at the central level.
- Art. 9. The applicant undertakes to inform the University of any events or circumstances that could affect the content and validity of this Agreement. In particular, the applicant undertakes to timely submit to the Alias Career Service 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 notify his or her decision to deactivate their alias career, as well as his or her intention to proceed to any changes affecting their career and/or employment relationship.
- 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 alias career as a precautionary measure by order of the Head of ASES.
- 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 pursuant to the regulations and/or the law.

Art. 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 upon termination of the employment relationship with the University.

Art. 12. The Court of Bologna will have exclusive jurisdiction over any dispute arising out of this Agreement.

Art. 13. Please find attached to this Agreement the Privacy policy statement, which the applicant attests to having received, read, understood in its entirety and signed for full acceptance.

Bologna, on _____

Alma Mater Studiorum – Università di Bologna

ASES – Student Services Division

The Head (Signature) _____

The applicant (Signature) _____

The following clauses have been 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 Agreement in the event of well-founded suspicions of a breach thereof; Article 10, second paragraph, concerning the termination of the Agreement; Article 11, concerning elective jurisdiction;

Alma Mater Studiorum – Università di Bologna

ASES – Student Services Division

The Head (Signature) _____

The applicant (Signature) _____



Information on the processing of personal data for alias career purposes pursuant to Article 13 of Regulation (EU) 2016/679

Introduction

Pursuant to Article 13 of Regulation (EU) 679/2016 (hereinafter also referred to as the “GDPR”), 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.

Parties involved in the processing

Controller

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

Data Protection Officer

Data Protection Officer at Alma Mater Studiorum – Università di Bologna (DPO).

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

Email: dpo@unibo.it

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

Processing purposes and methods

Personal data, including special data relating to the gender identity of the data subject, are processed in order to activate and manage his or her 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 data subject to keep their personal data as confidential as possible, and to be known in the University with their chosen identity;
- permitting access to certain services inside and outside the University with the use of their chosen identity;



- allowing participation in international activities and programmes using their chosen identity, wherever possible;
- retaining data on their personal and chosen identity for use in internal procedures of external significance, including storage in the University's filing system in accordance with the law.

Anonymised and/or aggregated data may also be processed for statistical and research purposes.

Recipients

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

third parties (e.g. Start Romagna, CUSB, TPER, Polo Bibliotecario Bolognese), in order to enable the provision of further services and benefits to applicants;

international universities and host organisations to enable career continuity during international mobility and/or business trips;

third parties appointed as Processors pursuant to Article 28 of Regulation (EU) 2016/679 to assist the University in managing its IT systems and services (such as Microsoft services).

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

In addition to the cases provided for in the general privacy policy 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 degree programmes in partnership with several universities/bodies, or access programmes at the University of Bologna based on qualifications obtained abroad.

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.

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 (Article 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.

Data subjects who believe that their personal data have 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 Article 77 of the above Regulation or seek an effective judicial remedy (Article 79 of the Regulation).

Legal basis for the data processing and nature of the provision

The legal basis for the data processing is found:

- in Articles 6, paragraph 1, letter e) (processing for the performance of a task 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.

The Guidelines of the National Conference of Equality Bodies of Italian Universities (COUNIPAR) and the resolution of the Board of Governors no. 702 dated 28/09/2021, approving the University Alias Career Guidelines, as updated by resolution of the same Board on 29/10/2024, have also been adopted.