

## CONFIDENTIALITY AGREEMENT AND DECLARATIONS OF THE PARTIES

### BETWEEN

**Università Commerciale "Luigi Bocconi"**, with registered office in Milan, via Sarfatti, no. 25, Tax Code no. 80024610158, in the person of the Managing Director, (hereinafter, the "University")

### AND

\_\_\_\_\_, born at \_\_\_\_\_, on \_\_\_\_\_, Tax Code \_\_\_\_\_, residing at \_\_\_\_\_,

- being part of the staff of the University in the following capacity, \_\_\_\_\_ registration n. \_\_\_\_\_ (hereinafter the "Applicant"),
- being part of the teaching staff of the University as \_\_\_\_\_ registration n. \_\_\_\_\_ (hereinafter the "Applicant"),

hereinafter referred to individually as the "Party", jointly as the "Parties"

### whereas

- a) in order to promote the value of diversity and to oppose any form of discrimination carried out against the individual, recognizing the essence of the values on which the Bocconi community was founded, the University, by Rectoral Decree n. 90 of November 16, 2021 has issued the "*Regulations for the activation and management of Alias identity for transgender or gender non-conforming persons*" published on the University website (hereinafter, the "Regulations");
- b) on \_\_\_\_\_ the Applicant submitted to the University a formal request for the activation of a procedure related to their career, through the assignment of a provisional Alias identity valid only within the University, in order to allow him/her to concretely exercise his/her gender self-determination;
- c) the Applicant declares that, for the sole purposes of the Alias career, he/she has identified the following name as a substitute for his/her personal legal name \_\_\_\_\_;
- d) for the purposes of the activation of the Alias procedure and the assignment of the Alias identity, the Parties shall need to communicate among themselves Confidential Information as identified and defined in article 2 below.

**All of the above stated and considered, between the Parties  
is agreed the following:**

**Article 1  
Confidentiality commitments**

- 1.1 By signing this confidentiality agreement (hereinafter, the "Agreement") each Party undertakes:
- a) to keep secret, confidential, not disclose, not reveal, not reproduce in whole or in part, either directly or indirectly, to any third party the Confidential Information as defined in Article 2 below, without the prior written consent of the other Party;
  - b) not to use any of the Confidential Information for purposes other than the activation of the Alias procedure and any related activity;
  - c) limit access to and use of Confidential Information exclusively to the subjects involved in the Alias procedure to the extent necessary for the activation and continuation of such procedure;
  - d) to process, keep and preserve Confidential Information, adopting appropriate security measures to prevent access, use, copying (total or partial), modification and/or disclosure by unauthorized third parties and, in any case, to process Confidential Information with adequate security measures.

**Article 2  
Confidential Information**

- 2.1 Confidential Information means any information, data, knowledge, document, material, even if not necessarily marked with the wording "confidential" or "reserved" and transmitted, by any means and/or method, between the Parties in relation to the Alias procedure.
- 2.2 The following information shall not be considered Confidential Information under any circumstances:
- a) which is already in the public domain at the time of entering into this Agreement or which has subsequently become public knowledge, but not in violation of the obligations of this Agreement;
  - b) the disclosure of which has been authorized in advance in writing by the Party to which the Confidential Information relates.

**Art. 3  
Representations of the Applicant in case of acceptance of the request to start the  
the Alias procedure.**

- 3.1 The Applicant acknowledges and takes note that, in the event of formal acceptance of the application referred to in letter b) of the Preamble, the University:

- (i) shall activate the Alias procedure in accordance with article 4 of the Regulations by assigning to the Applicant a provisional, transitory and non-consolidated personal identity;
- (ii) issue to the Applicant, in compliance with the internal procedures and times, a new magnetic card ("Badge"), replacing the original one which will be deactivated (with the exception of the function of bank card/payment means, which will continue to exist in connection with the personal name resulting from a valid legal identification document), which will contain the Alias name as chosen by the Applicant, surname, photo, new e-mail account, any identification tag/nameplate, and any other tool/accessory that may be necessary in relation to the position of the Applicant at the University and the activities carried out there and related to the Alias career.

3.2 In addition, in the event that the Alias procedure is initiated, the Applicant acknowledges, accepts and agreed that:

- a) the Alias career (intended as the Applicant's career at the University) shall be inseparably associated with the career already activated at the time of the establishment of the legal relationship between the Applicant and containing the Applicant's personal data and shall remain active for the entire duration of the legal relationship between the Applicant and the University, except in the case of any request for interruption or suspension made by the Applicant, or except in the case of interruption, suspension or deactivation resulting from a breach of the provisions of this Agreement or a breach of the Regulations, as better described in article 5 below;
- b) the Alias identity associated with the Alias career is in any case temporary and provisional until a rectification ruling or other equivalent decision is issued by the competent Authorities; such rectification will take effect on the actual career of the Applicant, who will definitely continue under the Alias name;
- c) the Badge, the identification nameplate, as well as any and all identification documents, instruments or accessories/tools issued by the University, may be used and exhibited by the Applicant exclusively within the University itself, and shall therefore have no effects outside the (legal) relationship between the Applicant and the University; the Parties could possibly agree on any modalities regarding the permitted uses of the Alias identity, providing that this circumstance (i) would not entail violations of the obligations of this Agreement and (ii) it would be compliant with the internal procedures adopted from time to time by the University regarding the Alias career.
- d) the University will not produce/issue, nor can the Applicant request, any attestation or certification relating to the Alias career. Any and all attestations, statements, and certifications for external use regarding the Alias career produced by the University will refer exclusively to the personal legal identity of the Applicant;
- e) the Applicant may not use the Alias name to sign documents and/or send communications by any means having legal/institutional/external relevance;

f) the Applicant must refer solely and exclusively to the Tutor for the submission of any request concerning his/her role at the University associated with the legally recognized identity; in any case, any use of the Alias identity that may have external relevance, by way of example but not limited to:

(i) participation in the governing bodies of the University,

(ii) elections,

(iii) participation in calls/research projects/teaching abroad programs in the event that the Applicant is a member of the Faculty,

services for the Staff, participation in training activities, in the event that the Applicant is a member of the Faculty

must be communicated in advance to the Tutor referred to in Article 5 of the Regulations for relative internal coordination;

g) the University will carry out all the updates and activities related to the Alias career, recording them also in the official career corresponding to the personal identity of the Applicant, so that the latter can always be updated;

h) the University, should it become necessary due to legal obligations, will certify to third parties the status of the Applicant and will provide any official information about the Applicant with exclusive reference to the actual career associated with the legally recognized personal identity. The aforementioned data will in any case be processed in accordance with GDPR Regulations.

3.3 The Applicant acknowledges and recognizes that on the date of submission of the application referred to in letter b) of the Preamble he/she will be supported by a Tutor appointed by the Alias Committee pursuant to the combined provisions of Articles 3 and 5 of the Regulations.

3.4 The Applicant must in any case comply, when using the Alias identity, with the internal procedures adopted from time to time by the University for the purpose of the Alias career.

#### **Article 4** **Obligations of the Applicant**

4.1 The Applicant is aware that any statement in lieu of certification or affidavit, relating to states, facts and personal qualities connected with his/her career at the University, signed in accordance with DPR 445/2000 and used outside the University, shall only refer to his/her legally recognized personal identity, and therefore undertakes not to use the Alias identity outside his/her relationship with the University.

4.2 The Applicant agrees to inform the University of any situation that may affect the content and validity of this Agreement. In particular, he/she undertakes to promptly inform the Alias Committee at the e-mail address [alias@unibocconi.it](mailto:alias@unibocconi.it) and the Tutor of the possible issuance of a sentence of gender rectification or other equivalent measure issued by the competent Authority, or of the decision to interrupt or suspend the Alias procedure.

- 4.3 The Applicant undertakes to inform the Tutor in advance of any intention to perform acts that may have an external relevance, undertaking to verify and agree with the Alias Committee, which in turn will be informed by the Tutor, on the modalities and procedures for the use of his/her chosen identity.
- 4.4 In the event of any situation occurring within the University that the Applicant believes to be in violation of this Agreement and/or the Regulations, the Applicant undertakes to report it to the Tutor, who in turn will inform the Alias Committee.
- 4.5 The Applicant is aware that, in the absence of a measure of change of gender or identity, the acts relating to his/her career at the University shall refer to his/her actual legally recognized personal data and, consequently, any certificates, communications, and certifications issued by the University shall indicate the personal data indicated in the identity document issued by the country of origin. The Applicant must cease using the Badge, identification nameplate and any other instrument/accessory temporarily issued, including the e-mail address. In such cases, until the cause of the interruption/suspension ceases, the Applicant shall use the pre-existing Badge/tag/nameplate and any other accessory, including the pre-existing email address.

## **Article 5 Violations**

- 5.1 If there is good reason to believe that the Applicant has violated the provisions of this Agreement and/or the Regulations, the Alias career can be immediately suspended as a precautionary measure by the Managing Director, after notifying the Rector. If the actual violation is ascertained, the Alias career will be definitively deactivated, with the consequent total restoration of the *status quo ante* (e.g.: obligation to return the Badge, identification nameplate and any other document/provisional accessory issued, restoration of the original e-mail address), without prejudice to any disciplinary sanctions.

## **Art. 6 GDPR - Processing of Personal Data**

- 6.1 With reference to the processing of personal data, in accordance with the provisions of European Regulation 2016/679 on the protection of personal data ("GDPR"), the Applicant, by signing this Agreement, declares to have read and understood the content of the information notice, drafted pursuant to and for the purposes of Article 13 of the GDPR and included in the application for activation of the Alias procedure and assignment of the Alias identity, of which this Agreement forms an annex, to constitute an integral and substantial part.

## **Art. 7 Validity and effectiveness**

- 7.1 The present Agreement shall be effective from the date of its signature and until the termination, for whatever reason, of the basic legal relationship between the Parties.

7.2 The present Agreement shall cease to be effective immediately upon the communication by the Applicant of the final judgment of gender reassignment or other equivalent decision by the competent Authority, or the decision by the Applicant to discontinue the Alias procedure, or by order of the Managing Director as a result of the breaches referred to in article 5 above.

**Art. 8**  
**Competent Court**

8.1 Any dispute arising from this Agreement shall be settled exclusively by the Court of Milan.

Milan, \_\_\_\_\_

**Università Commerciale “Luigi Bocconi”**

The Managing Director

\_\_\_\_\_

**The Applicant**

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