**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, student enrolled at \_\_\_\_\_\_\_\_\_\_\_\_\_ registration no. \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter, the "Applicant"),

hereinafter, individually, the "Party", jointly, the "Parties"

**whereas**

1. in order to promote the value of diversity and to oppose any form of discrimination implemented against the individual, recognizing the essence of the values on which the Bocconi community is founded, the University, by Rectoral Decree no. 90 of November 16, 2021, issued the "*Regulations for the activation and management of the Alias identity for transgender or gender non-conforming persons*" published on the University (hereinafter, the "Regulations");
2. 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;
3. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
4. for the purposes of the activation of the Alias procedure and the assignment of the Alias identity, the Parties shall need to communicate each other Confidential Information as identified and defined in article 2 below.

**All of the above stated and considered, between the Parties**

**the following is agreed**

**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.

**Art. 2**

**Confidential Information**

1. Confidential Information means any information, data, knowledge, document, material, even if not necessarily marked with the wording "confidential" or "confidential" and transmitted, by any means and/or method, between the Parties in relation to the Alias procedure.
2. The following information shall not be considered Confidential Information under any circumstances:
3. 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;
4. 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 Alias procedure**

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:
	1. shall activate the Alias procedure pursuant to article 4 of the Regulations by assigning to the Applicant a provisional, transitory and non-consolidated personal identity;
	2. 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 bank card/payment means function, 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, and any other tool/accessory that may be necessary in relation to the Applicant's career at the University and the activities related to that career.

3.2 In addition, in the event that the Alias procedure is started, the Applicant acknowledges, accepts and agrees 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 matriculation and referred to the personal identity of the Applicant and shall remain active until the existence of the (legal) relationship between the Applicant and the University, except in the event of any requests for interruption or suspension made by the Applicant, or except in the event of interruption, suspension or deactivation as a result of violations of the provisions of this Agreement or violations of the Regulations as set out in detail 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 will perform all University functions, i.e. exclusively within the perimeter of the relationship between the Applicant and the University; the Badge, as well as any and all identification documents, instruments/accessories issued by the University, may be used and exhibited by the Applicant exclusively within the University itself and will therefore have no effects outside the relationship between the Applicant and the University;

d) with specific reference to the Badge, and the Alias identity, these may be used by the Applicant exclusively within the University, for the purposes specified below, by way of example but not limited to:

* enrollment/booking of exams/teaching programs and /or specific initiatives within courses of study;
* examinations and any consequent and connected activity;
* access to the University premises, classrooms, study rooms, cafeterias, Library;
* library loans;
* participation in student associations;
* participation in student elections if the Applicant participates as a voter/elector (so-called passive electorate), and not as a candidate/candidate (so-called active electorate).

In any case, further use of the Alias Badge and identity that is necessary for the exercise of the right to study or for any activity related to the Alias career, included activities not expressly mentioned above, must be communicated in advance to the Tutor referred to in Article 5 of the Regulations and in any case authorized by the Alias Committee referred to in Article 3 of the Regulations; 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;

1. the University will not produce/issue nor can the Applicant request, any attestation or certification regarding the Alias career. Any and all statements, declarations, and certifications for external use regarding the Alias career produced by the University will refer exclusively to the personal identity as certified by a valid legal identification document of the Applicant;
2. the Applicant must refer solely and exclusively to the Tutor for the presentation of any request pertaining to the official career, associated with the legally recognized identity; by way of example and not limited to the following operations are indicated:
* request for certifications;
* application for scholarship/waiver/tax reduction;
* Internship/placement/stage
* Exchange/Double Degree programs;
* University Degrees/Diplomas/Masters SDA Bocconi;
* Student elections if the applicant intends to run for office (so-called active electorate);
* course of study transfer within the University;
* transfer to another University

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

d) the University, should it become necessary due to legal obligations, will certify to third parties the status of the Applicant and 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 the GDPR Regulations.

* 1. The Applicant acknowledges and recognizes that at the date of submission of the application referred to in paragraph 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.
	2. The Applicant is also aware that, in the event that he/she obtains a degree prior to the issuance of the gender rectification measure by the competent Authority, the performance of the final exam, as well as any proclamation, issuance of the degree/diploma and any related declaration/attestation/certification will report the actual legally recognized personal data, as indicated in the identity document issued by the Country of origin.
	3. 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**

1. The Applicant is aware that any declaration 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, can only refer to his/her personal identity and therefore undertakes not to use the Alias identity outside his/her relationship with the University.
	1. 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 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.
	2. The Applicant undertakes to inform the Tutor in advance of any intention to carry out 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 methods and procedures for the use of his/her chosen identity. By way of example but not limited to, the Applicant is aware that for participation in internships or apprenticeships or participation in international mobility projects, exchanges with foreign Universities, he/she must use exclusively the actual personal data indicated in the valid identity document issued by the Country of origin.
	3. In the event of any situation occurring within the University that the Applicant considers to have occurred in violation of this Agreement and/or the Regulations, the Applicant undertakes to report it to the Tutor who will in turn inform the Alias Committee.
	4. The Applicant is aware that, in the absence of a change of gender or identity, the documents relating to his/her career at the University will refer to his/her actual personal data and, consequently, the certificates and certifications issued by the University will show the personal data indicated in the identity document issued by the country of origin. The Applicant must cease using the Badge and any other temporarily issued instrument/accessory, including the e-mail address. In such cases, until the cause of the interruption/suspension ceases, the Applicant shall use the pre-existing Badge/accessory and any other tool, including the pre-existing email address.

**Article 5**

**Violations**

1. If there is good reason to believe that the Applicant has violated and breach the provisions of this Agreement and/or the Regulations, the Alias career may be immediately suspended as a precautionary measure by 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 and any other document/provisional tools/accessory issued, restoration of the original e-mail address), without prejudice to any disciplinary sanctions.

**Art. 6**

**GDPR - Treatment of Personal Data**

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**

1. This Agreement shall be effective from the date of its signature and until the termination, for whatever reason, of the legal relationship between the Parties.
2. This Agreement shall cease to be effective immediately upon the communication by the Applicant of the final sentence of gender reassignment or other equivalent measure by the competent Authority, or of the decision by the Applicant to discontinue the Alias procedure, or of the Rector's decision resulting from the violations referred to in article 5 above.

**Art. 8**

**Competent Court**

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

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

**Università Commerciale “Luigi Bocconi”**

The Managing Director

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**The Applicant**

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