



UNIMORE
UNIVERSITÀ DEGLI STUDI DI
MODENA E REGGIO EMILIA

RULES FOR THE ACTIVATION AND MANAGEMENT OF AN ALIAS CAREER, BASED ON THE PRINCIPLE OF GENDER SELF-DETERMINATION, FOR STUDENTS ENROLLED IN A UNIMORE DEGREE PROGRAMME

Issued by Rep. Decree no. _____ of _____

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ART.1

SUBJECT MATTER AND PURPOSE

The Rules for the activation and management of an alias career for students enrolled in a Unimore degree programme is issued in pursuit of the principles set forth in the Charter of the University of Modena and Reggio Emilia and in full compliance with the Code of Ethics and the Code of Conduct, in accordance with the institutional purposes of the Unified Guarantee Committee. These Rules are based on the principle of gender self-determination and are intended to protect all students willing to use a name that differs from the personal one (civil register), for the sole interactions with the University.

This form of protection allows students to use their alias name, chosen when signing the confidentiality agreement, to take the examinations, be awarded the degree or discuss the Ph.D. thesis, as well as to have an up-to-date Student Card and a new e-mail address.

ART.2

RECIPIENTS - CONTACT PERSONS

Through these Rules, the University of Modena and Reggio Emilia governs the administrative procedures required for the continuation of the study career with an alias name by students, Ph.D. students and specialisation school students enrolled in the University (referred below as “Student”) who want to change their name and gender for expressing their own self-determination to the benefit of their

psychological and physical wellbeing (Law no. 164 of 14 April 1982). The main purposes of the use of an alias name are as follows:

- to protect the recognition of the transgender rights;
- to promote the creation of an inclusive study environment, always inspired by the founding value of the equal dignity of people, eliminating situations of discomfort for those who want to change their name and identity in the expression of their own gender self-determination.

The use of the alias name, subject to the submission by the person concerned of a formal request to activate the procedure, as specified in art.3, provides for the prior appointment of a reference figure for the Students Services Office in charge of helping the applicant.

ART.3

APPLYING FOR THE ACTIVATION OF AN ALIAS CAREER

1. Those who want to continue their career using an alias name will have direct access to procedural information, properly advertised on the dedicated website, together with the contact person they may refer to.
2. The applicant shall sign a confidentiality agreement with the University.
3. Other than providing all necessary information, the contact person will guide the applicant through the steps to sign the confidentiality agreement and the required administrative adjustments, remaining a reference figure for the entire period of use of the alias name, and also, if necessary, for the structured components of the University, without prejudice to requests for interruption made by the applicant or the grounds for interruption referred to in art.6.
4. The University will prepare and issue a new magnetic card (Student Card) indicating the name and surname chosen. The Student Card will be valid exclusively within the University and cannot be used for any other purpose, nor exhibited outside the University (e.g. for the provision of services concerning facilities and/or privileges granted by institutions, etc.).

The obligation to confidentiality in the processing of sensitive data of the applicant person remains unaffected for all those who will intervene in the process and for those to whom the alias identity of the applicant person will be communicated.

ART.4

ISSUING CERTIFICATES

1. The University will provide the applicant, if necessary and in compliance with the relevant legislation, with appropriate certification for external use related to the university career referred to the legally recognised identity.
2. The University will not issue any statements and/or certificates indicating the alias name.
3. The applicant may make substitute declarations of certification or affidavit relating to personal status and qualities concerning the university career, in accordance with Pres. Decree no. 445/2000, to be used outside the University exclusively with reference to its legally recognised identity.

ART.5

OBLIGATIONS OF THE APPLICANT

1. The applicant undertakes to report in advance and promptly to/from its own intention to continue to use its elective identity in acts within the University that have an external relevance, within the scope of their category, as provided for in the signed confidentiality agreement.

2. The applicant undertakes to inform its contact person of the Students Services Office of any situation that may affect the contents and the validity of the confidentiality agreement.

3. Where the applicant has decided to initiate a gender transition process by requiring the judicial authority to modify its personal data, the effectiveness of the confidentiality agreement shall cease at the time of communication by the latter of the final gender correction judgment.

ART.6

INFRINGEMENTS OF THE RULES

1. If the alias contact persons find a possible infringement of these Rules and the confidentiality agreement must inform the Rector, who may suspend the use of the alias name on a precautionary basis, requesting further investigation.

2. If the breach of the confidentiality agreement is actually established, the alias career will be permanently deactivated and the applicant person will have to return the Student Card without prejudice to the imposition of any disciplinary and/or ethical and/or administrative and/or criminal penalties

3. Contrary to the provisions of paragraphs 1 and 2, the person concerned may apply pursuant to Article 48 of the University Statute to the Office of the Ombudsman for the resolution of disputes and/or for information on the procedure to be followed to appeal to the competent authority.

ART.7

CONFIDENTIALITY AGREEMENTS AND THEIR VALIDITY

The confidentiality agreement, drawn up officially at the working table on alias careers, established on 3 June 2021 in remote mode, is to be considered an integral part of these Rules:

Annex A1. Confidentiality agreement for students enrolled in a Unimore degree programme.

The confidentiality agreement will be effective from the date of its signature and until the end of the university year. It will be tacitly renewed with the payment of the first enrolment instalment for all the following years until the maintenance of the status of student at the University of Modena and Reggio Emilia.

ART.8

PROCESSING OF PERSONAL DATA

The University of Modena and Reggio Emilia will process the data indicated in the confidentiality agreement exclusively for the purposes related to the procedures specified therein in compliance with EU Regulation 2016/679 (aka GDPR) and in accordance with the national legislation referred to in Leg. Decree no. 196/2003 as amended by Leg. Decree no. 101/2018 as well as University regulations.

ART.9

ENTRY INTO FORCE AND DISSEMINATION

1. These Rules will be issued by Rector's Decree following the resolution of the Academic Senate and will enter into force from the day following its publication in the University Register. The Rules will also be available on the University website and on the Unified Guarantee Committee (CUG - Comitato Unico di Garanzia) website.

2. The University of Modena and Reggio Emilia undertakes to provide the widest dissemination - in the forms of communication considered most appropriate and effective - of the Rules adopted.

3. The University of Modena and Reggio Emilia undertakes to create training programmes to raise awareness of the university community on the right methods of communication.

4. The University of Modena and Reggio Emilia transposes the recommendations of the working table on the alias careers established at the National Conference of Equality Bodies of the Italian Universities, also approved by the Gender Commission of the CRUI and transmitted on 11 March 2021 to the Equality Bodies of Italian Universities and on 26 April 2021 to the Rectors and Rectors of Italian Universities and approved by the Unimore Unified Guarantee Committee

CONFIDENTIALITY AGREEMENT

Pursuant to the Academic Senate resolution of **/**/2021

Given the Academic Senate resolution of **/**/2021

Based on the principle of gender self-determination, the University collects the intention of the applicant person, Student No.and, for the protection of the psychological and physical well-being of the applicant, undertakes to activate the procedure for the use of an alias name, prepare and issue a new magnetic card (Student Card) bearing the student's last name, the alias name chosen and a new e-mail address consistent with the name chosen.

Having acknowledged that the applicant declares, for the sole purposes of this agreement, that
is the name chosen as an alias name to be identified within the University, during the examination appeals and the proclamation of the degree/doctorate.

The Parties:

- The applicant..... born in in the province of on with domicile in (town/city)..... at the address, below referred to as "the applicant"
- THE UNIVERSITY OF MODENA AND REGGIO EMILIA, represented by the Director of the Students Services Office, Mr Paolo Grasso, below referred to as "University"

HAVE AGREED AS FOLLOWS

1. The applicant acknowledges the procedure decided by the Academic Senate, which determines a communication to all professors and personnel involved in the training and administrative support process related to the degree programme in in which the applicant is enrolled at the..... year, of the alias name indicated above that will be used during the entire university period, including when taking exams and being awarded the degree/discussing the Ph.D. thesis. The University has the obligation to process the data indicated in this Agreement in accordance with the provisions of applicable legislation, and for the University personnel involved in the procedure relating to the use of an alias name, to preserve the confidentiality of the information collected.
2. Following the agreement signature, the University undertakes to issue a new Student Card reporting the alias name chosen. The applicant undertakes to use and show the university card bearing the alias name only within the university facilities.
3. In the event that the photo uploaded in the Esse3 management application when registering does not conform to the external appearance, the applicant may request the upload of a more appropriate photo that will be reproduced in the new Student Card bearing the "alias" name.
4. The applicant is also informed that its personal name will be replaced by the alias name also in the "Dolly" teaching portal and in Unimore e-mail address.

5. The applicant is aware that any substitute declarations of certification or affidavit relating to personal status and qualities concerning the university career signed by the applicant, in accordance with Pres. Decree no. 445/2000, and used outside the University shall refer to its legally recognised identity.

6. The applicant is aware that all the certifications and the title issued, in the event that the title is obtained before the issue of the final decision on gender and name correction, will report the actual personal data, indicated on the identity document.
The University will not issue any statements or certificates indicating the alias name.
Please note that after obtaining any final sentence of correction of sex issued by the competent Court, the applicant may request the degree/doctorate certificate bearing the new identity.

7. Given that the confidential agreement is valid only within the university facilities of Unimore, in case the applicant has to carry out activities outside these facilities (by way of example, participation in internships, participation in international mobility projects), the administration, after consulting the person concerned or at its request, reserves the right to evaluate the possibility of informing of the agreement, and propose its application, any external contact persons involved in the request.

8. If there are reasonable grounds to believe that the applicant violates, even partially, the "Rules for the Activation and Management of an Alias Career" and this Agreement, upon preliminary investigation, the use of an alias name may be suspended, on a precautionary basis, by order of the Rector. If the actual violation is established, the Rector, by its own provision, will not allow the use of the alias name (with consequent obligation to return the Student Card) without prejudice to the imposition of any disciplinary and/or ethical and/or administrative and/or criminal penalties. The applicant shall be personally liable for any false statement expressed.

9. The applicant undertakes to inform the University of any situation that may affect the contents and the validity of this agreement. In particular, by way of example but not of limitation, the applicant undertakes to communicate immediately to the contact person the sentence of correction of sex issued by the competent Court or its decision not to rely on the alias name anymore.

10. This agreement is effective from the signature date and until the end of the current university year. It will be tacitly renewed with the payment of the first enrolment instalment for all the following years until the maintenance of the status of student at the University of Modena and Reggio Emilia. The agreement shall cease to be valid from the time of the submission of the final judgment of the competent Tribunal on the correction of sex or the communication of the decision that the applicant no longer wishes to rely on the alias identity.

Modena/Reggio Emilia

.....
.....
(Applicant's first name and last name)

(signature for acceptance)

The Director of the Students Services Office
Mr Paolo Grasso

.....
.....
(signature for acceptance)

Disclosure pursuant to Art. 13 of EU regulation no. 679/2018 (GDPR) on the processing of personal data provided following the signature of the confidentiality agreement pursuant to the resolution of the Academic Senate of 26 April 2016

The University of Modena and Reggio Emilia (hereinafter referred to as “Unimore”), in the person of its legal representative, the Rector pro tempore, in his capacity of Data Controller of its personal data, pursuant to EU regulation no. 679/2018, hereinafter referred to as “GDPR”, hereby informs you that the above-mentioned regulation provides for the protection of the people and other subjects on personal data processing, and said processing will be based on principles of fairness, lawfulness, transparency, and protection of your privacy and rights. Your personal data, relating to and connected with your relationship with Unimore, will be processed under the legal provisions of the afore-mentioned regulation and the privacy obligations provided therein.

Processing purposes: the personal data you provided will be processed solely to comply with the purposes under the confidentiality agreement signed pursuant to the resolution of the Academic Senate of **/**/2021.

More specifically:

- to issue a new Student Card reporting the alias name you have chosen.
- to comply with the legal obligations of the Data Controller.

Unimore processes your data based on the consent you gave us.

Communication of personal data

For the purposes listed above, without prejudice to the use of the new Student Card within the university facilities, your data may be disclosed to:

all professors and personnel involved in the training and administrative support process related to your degree programme.

Compulsory or voluntary nature of the data provision

You are not obliged to give us your data, but in that case we would not be able to provide you with the services requested.

Types of processed data

For the purposes mentioned above, the data collected may be of various types: general data, identification (e.g. first name and last name; physical and/or phone and/or digital contacts).

The processing will involve the collection of documentation regarding the process undertaken to obtain the gender change, containing data configurable as belonging to the categories referred to as “special” in Art. 9 of the GDPR.

Processing modes

Data is collected, processed and filed mainly on digital and computerised means. Some processing activities that are not available on digital means will be performed on hard copy.

Data transfer abroad

Your data may be transferred to third countries in the following cases:

- use of cloud services by the Data Controller (e.g. Google). With regard to the cloud service, data is processed based on a formal appointment of the provider, together with suitable information and instructions given on safety measures and procedures to be adopted to ensure a proper level of safety;
- Universities, research institutions, affiliated private companies for the management of study or research programmes abroad (e.g. Erasmus project) to which you may request access.

Data retention period

Your personal data will be retained for the purposes related to the agreement signed and pursuant to specific law obligations, with no time limit.

Rights of the person concerned

Pursuant to the GDPR, you have the following rights:

Art. 15 Right of access of the data subject;

Art. 16 Right of rectification;

Art. 17 Right of cancellation;

Art. 18 Right of restriction to processing;

Art. 20 Right of data portability;

Art. 21 and Art. 22: Right to object and automated decision-making process relating to natural persons.

To verify the conditions and modes for the exercise of the rights listed above, please refer to the integral text of the above-mentioned provisions, available on the website: www.garanteprivacy.it.

Please note that should you consider that your rights mentioned above are infringed, under the current regulations you may complain to the national Supervision Authority.

Data Controller and Data Protection Officer's identification data.

Data Controller: under the law, the Data Controller is the University of Modena and Reggio Emilia, represented by the Rector and with headquarters at the address via Università n. 4 - 41121 Modena, Phone number: 059 2056095.

Data Protection Officer: Vittorio Colomba, e-mail: dpo@unimore.it.

I, the undersigned, the applicant, consent to the processing operations of the data contained in this document and its annexes, for the purposes and in the manner described in the information provided pursuant to Arts. 13 and seq. of EU Regulation no. 679/2016 that I declare to have read and understood.

Modena/Reggio Emilia

.....
...

(signature for acceptance)