



UNICAMILLUS

**CONFIDENTIALITY AGREEMENT FOR
THE ALIAS CAREER ACTIVATION
BETWEEN**

UniCamillus University – Saint Camillus International University of Health Sciences in Rome, Tax Code: 97962900581, hereinafter “UniCamillus” or “University”, in the person of the Rector and pro-tempore legal representative Prof. Giovan Crisostamo Profita, Tax Code PRFGNC60M13A049Y, domiciled for office in Rome (00131), Via di Sant’Alessandro, 8;

AND

The person requesting the Alias identity (hereinafter “applicant”, “interested party”, “Alias assignee), as follows:

(***) Name _____ Surname _____
Place and Date of birth _____
Residence/Domicile in _____ Street/Avenue/Square _____ no.
_____ immatriculation no. _____

(***) *Please indicate your personal data as shown in your valid identity document.*

PREMISES

Having regard to the “Regulation for the activation and management of the UniCamillus University Alias Career”, approved by the Organising Committee on _____ and published on the University's institutional website, to be considered an integral and substantial part of this Confidentiality Agreement;

Having noted that, pursuant to Article 2 of the aforementioned Regulation, the Alias Career consists of a change in a person's real career, who studies or works at the University and who, not recognising himself or herself in his or her personal gender, requests the assignment of an alternative, provisional and transitory identity, with the “preferred” name chosen by the concerned person in lieu of his or her personal data;

Having regard to the request with prot. no. _____, by which the applicant has asked UniCamillus University to activate an Alias Career through the assignment of a provisional identity, valid only within the University, for the purpose of concretely exercising the right to registered identity, recognised by Article 2 of the Italian Constitution as a fundamental right of the individual;

Having noted that the applicant declares, for the sole purpose of this Agreement, to have identified the following identity and the relevant preferred name: _____, corresponding to the Alias identity.

THE FOLLOWING IS AGREED AND STIPULATED

Article 1

Premises

Premises and the *Regulation for the activation and management of the UniCamillus University Alias Career* costituiscono are an integral and essential part of this Confidentiality Agreement (hereinafter also referred to as “Agreement”);

Article 2

Subject

By signing the present Confidentiality Agreement, the applicant declares to have read, understood and accepted the *Regulation for the activation and management of the Alias Career of UniCamillus University* (hereinafter also “Regulation”), which is an integral and essential part of the present Agreement.

In implementation of the provisions of the aforementioned Regulation, by signing the present Agreement, UniCamillus University undertakes to activate an Alias Career for the applicant, through the assignment of a provisional, transitory identity with which the assignee can carry out any activity within the University, using the preferred name in lieu of his/her personal name.

Article 3

Alias Career

The Alias Career, activated with the signing of this Agreement, is permanently associated with the one referring to the applicant's legally recognised registered identity and continues for the entire duration of the employment relationship or of the applicant's course of study, without prejudice to requests for interruption or the occurrence of deactivation due to breach of the prescribed obligations, pursuant to Article 13 of the aforementioned University Regulation.

The Alias Career is a duplication of the real career, with the consequent creation of an alternative administrative profile, which can only be used within UniCamillus University for the purposes of benefiting from the services it provides and in respect of which the badge is valid as a suitable identification document.

For the activation of the Alias Career, UniCamillus University does not require the production of any health documentation and does not charge any additional fees.

Article 4

Legislative terms

In some cases, the Alias Career can (but does not necessarily have to) represent a temporary anticipation of the content of possible legal measures (Court sentence), which rectify the gender attribution and the registered name indicated in the birth certificate at the end of a gender transition process, in compliance with Law no. 164 of April 14, 1982, and subsequent amendments and integrations.

The effectiveness of this Agreement shall cease with immediate effect and the Alias Career shall be deactivated at the same time, should the sentence for the rectification of the gender attribution, as

indicated in the birth certificate, issued by the competent Court, become final, in compliance with the applicable legislation in force. Upon the occurrence of such circumstance, the career registry shall be updated on the basis of the operative part of the aforementioned sentence.

All acts of the career shall be understood as referring to the legally recognised registered identity and thus the certificates shall be issued and the graduation parchment shall be drawn up, should the assignee of the Alias Career be a student, who obtains the final degree of her/his course of studies, on the other hand, without the sentence of the gender reassignment Court referred to in the previous paragraph having become final.

Article 5

Internal efficiency

The Alias Career is valid exclusively within the University.

The assignee of the Alias Career is guaranteed the use of his/her own alternative identity (so called Alias) for any act and/or activity within the University, while the reverberation of effects is absolutely excluded in acts having external legal relevance.

In line with the provisions of the previous paragraph, UniCamillus University will not produce any statement and/or certification having external effectiveness in relation to the Alias Career.

Article 6

Certifications

Any statement in lieu of certification, deed or notarial fact must necessarily refer to his/her legally recognised registered identity, concerning personal statuses and qualities in relation to the university career, signed by the assignee of the Alias Career, in compliance with D.P.R. n. 445/2000.

The assignee of the Alias Career undertakes to immediately inform UniCamillus University of acts/facts and/or any situation which may affect the contents and validity of the present Agreement.

Article 7

Use of Alias name

Following the signing of the present Confidentiality Agreement, the University inserts the name "Alias" as an alternative to the first name in the applicant's personal data.

Article 8

Representatives/Tutors

In the main interest of the Alias Career assignees and in compliance with the Guidelines of the National Conference of Equality Bodies of Italian Universities referred to in University Regulation, UniCamillus University provides for two (no. 2) delegates appointed by the Rector: one academic Representative/Tutor, selected among the teaching staff, and one administrative Representative/Tutor, selected among the technical and administrative staff.

The aforesaid Representatives/Tutors shall ensure the prompt management of the Alias Career and shall act in synergy with each other to ensure the utmost support and protection to the Alias Career assignee, as well as the supervision of the proper execution of this Confidentiality Agreement.

The concerned person undertakes to inform the Representatives/Tutors, in advance and in a timely manner, of the intention to carry out actions within the University, which have or may have an external relevance (e.g.: participation in internships, international mobility projects, application for scholarships funded by third parties), in order to verify whether, and how, it is possible to follow up on intentions through the use of the provisionally assigned Alias identity.

Should the person requesting the Alias Career carry out educational or research activities at facilities outside UniCamillus University (e.g.: for participation in internships, adherence to international mobility projects, and/or Health Professions educational activities), the Representative/Tutor undertakes to inform the external representatives involved in the activities of the existence of the present Confidentiality Agreement, upon agreement with the concerned person, soliciting and promoting the most suitable relations and conditions with respect to the Alias identity, where possible, and compatible with the organisation of the receiving facility.

Representatives/Tutors shall inform the concerned person of the activation of the badge conforming to the Alias, as well as the procedures for picking up and collecting it.

Article 9 **Breach of obligations related to the Alias Career**

Pursuant to Article 13 of University Regulation, Alias identity may be suspended as a precautionary measure, should a breach of this Confidentiality Agreement or, more generally, of the provisions of the same Regulation be ascertained.

The Alias Career shall be definitively deactivated and the person assigned the same must return the University badge, should it be concretely ascertained that this Confidentiality Agreement and/or the provisions of University Regulations have been breached, without prejudice to the imposition of further sanctions related to any further liability.

Article 10 **Personal data protection**

Procedures for the activation and setting up of the Alias Career will be conducted in full compliance with current legislation on personal data protection (Regulation (EU) 2016/679 and Privacy Code under Legislative Decree no. 196/2003, as amended and updated by Legislative Decree no. 101 of 19/09/2018).

UniCamillus University guarantees that all personal data will only be subject to the strictly necessary processing for the fulfilment of the requirements envisaged, in order to grant the Alias career, in relation to activities covered by the present Agreement and in strict compliance with the provisions of the current legislation on personal data protection. In this regard, by signing the present Agreement, UniCamillus University confirms that it is well aware of Regulation (EU) 2016/679 and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018, as well as any Provision issued by the Data Protection Authority relevant to the activities covered by this Deed, the prompt application of the mentioned legislation to its own organisation and, in particular, the application of the principles of privacy by default and by design, the suitability of taken security measures, as well as the privacy education provided to its employees/collaborators in any capacity involved in the proceeding at issue.

Article 11 Final provisions

For all matters not expressly mentioned in the present Regulation, please refer to the abovementioned *Regulation for the activation and management of the UniCamillus University Alias Career*, as well as to current legal provisions in force. Parties undertake to amicably assess and solve any emerging issues, also with a view to giving practical effect to the principles of freedom, inviolability of the person and the right to registered identity.

READ, CONFIRMED AND SIGNED

Rome, _____

To UniCamillus University

The applicant

The Rector

Pro-Tempore Legal Representative

Giovan Crisostamo Profita

Attachment: Copy of the identification document

In accordance and for the purposes of Regulation (EU) 2016/679 (hereinafter also “GDPR”), UniCamillus University (Saint Camillus International University of Health Sciences) – Tax Code: 97962900581, with registered office in Rome, Via di Sant’Alessandro, 8 – 00131, informs you that, in the capacity of Data Controller, will process your personal data for all fulfilments aimed at activating the Alias career request, in line with the *Regulation for the activation and management of the UniCamillus University Alias Career*. The legal basis for the processing is to be found in the fact that the same is necessary for the performance of a contract to which you are party pursuant to Article 6, Paragraph 1, Letter b) of the GDPR. The provision of the requested data is mandatory, and any refusal to provide it will make it impossible for you to benefit from the service requested for the Alias identity. Your data will not be subject to disclosure and will be retained by us, without prejudice to any legal obligations, for a period of time not exceeding that necessary to fulfil the aforementioned purposes and for the entire validity of the Alias Career. With respect to the provided data, you may assert the rights set forth in Articles 15 et seq. of the GDPR at any time, including the right to request access to and rectification or deletion of your personal data or restriction of the processing of data concerning you from the Data Controller, as well as the right to object to its processing. These rights may be exercised by contacting the Data Controller, who can always be contacted at the following email address: info@unicamillus.org. Finally, you have the right to lodge a complaint with the Personal Data Protection Authority, if you believe that the processing of your personal data, which is carried out in relation to the matters indicated in this information, breaches the GDPR, as provided for by Article 77 of the GDPR, or to take legal action (Article 79 of the GDPR).