REGULATIONS FOR THE ACTIVATION AND MANAGEMENT OF ALIAS IDENTITIES / CAREERS

ART 1. OBJECT AND PURPOSE

1.1 In compliance with the rules in force, these Regulations have been issued **for the activation and management of Alias identities/careers**, for the purpose of removing those forms of discrimination linked to gender, sexual orientation and gender identity.

1.2 These Regulations govern the means by which individuals at IED may acquire an "Alias identity", i.e. use a name other than the one held in the IED records, pending the completion of the rectification of gender assignment process governed by the legislation in force and the consequent issue of the definitive documentation.

1.3 The aim of these Regulations is therefore to protect the rights of those who wish to use a name other than the one held in the IED records, solely in their interactions with IED, for one of the following reasons:

a. GENDER SELF-IDENTIFICATION: for those who have embarked or intend to embark on a gender transitioning process, or they identify with a gender other than the one indicated on their vital records, and wish to use a name other than the one held in the IED records, solely in their interactions with IED.

b. PERSONAL SAFETY: for those who, for reasons related to personal safety (as provided for in Article 8 below) need to use a different name from their personal documents and consequently by the one in IED registry.

To this end, this administrative procedure has been drafted, envisaging the possibility to acquire an "Alias identity" associated with the "Alias career".

1.4 The Alias identity is not an additional identity, and coincides legally with the one already activated upon enrolment, for students, or employment, for personnel, containing the vital records data and referring to the requester.

1.5 The Alias career is the result of the duplication of the original career and the consequent creation of an alternative profile through the assigning of a provisional, temporary and non-consolidable identity.

1.6 The Alias career is activated subsequent to enrolment, and is indissolubly associated with and managed in parallel to the original career, without prejudice to the right of the person who requested it to suspend its activation, or to the causes for suspension set forth in art. 6.

1.7 The request for and the activation of an Alias identity/career do not require payment of any fee or additional contribution.

ART. 2 RECIPIENTS – REPRESENTATIVES

2.1 Activation of the Alias identity and of the Alias career may be requested by anyone belonging to the IED Community and wishing to use a name other than the one indicated on their vital records.

2.2 The attribution of the identity and / or career of Alias, provides for the involvement of the following referents who must assist the applicants:

- the Alias Career Didactic Representative (hereinafter RDCA), appointed by the Campus Manager, who must support the students in activating the Alias procedure until its conclusion;
- the Academic Coordinator of the campus, who assists the RDCA;
- the Esse3 Representative of the Alias careers of the students who have requested the procedure.

2.3 The Director assigns the roles of the aforementioned referents.

2.4 Those who wish to activate an identity/career Alias can follow the instructions provided by the student office or downloadable from the ied.edu website or from IED Campus.

ART. 3 REQUEST FOR THE ACTIVATION OF AN ALIAS IDENTITY AND CAREER

3.1 The attribution of an Alias identity and/or career is subject to the submission of a formal, substantiated request from the interested party. The request may be accessed only by the Campus Manager and by the representatives indicated in article 2.2. above. Said representatives shall provide the information required for the activation of the Alias identity and/or career, support the requester in the setting up of the administrative procedure and directly monitor the progress of the request and the management of the Alias career once activated.

3.2 After submitting the request for the activation of the procedure, the requester shall sign the confidentiality agreement with the authorised signatory of IED.

3.3 Following the signing of the confidentiality agreement, IED undertakes to activate the Alias identity and/or career for the requester, assigning them the elective name of their choice.

3.4 IED shall prepare and issue a new identification card with the surname and Alias name, and an Alias account for the specific activities in each category, listed in the pertinent confidentiality agreements, and, where necessary, an identification badge with the name of choice for use in the location where the individual provides their services.

3.5 The identification card shall be effective exclusively within IED, and may not be used for any other purpose, nor shown outside of IED (e.g. for the provision of services regarding special conditions and/or privileges granted by other parties and/or Entities, etc.).

3.6 All those who play a part in the procedure following the request for the activation of an Alias identity/career must maintain confidentiality when processing the sensitive data of the requester.

3.7 Where it is necessary for activities to be performed outside of IED (for example, participation in traineeships or international mobility projects), the Representative, having previously acquired the consent of the interested party, shall request that the external contact persons involved in said activities apply the principles set forth in the Agreement.

ART. 4 ISSUE OF CERTIFICATIONS

4.1 When required, and in observance of the pertinent legislation, IED shall issue the requester with suitable certification for external use, relating to the academic career in the name of their legally recognised identity.

4.2 IED shall not produce any attestations and/or certifications concerning their Alias career/identity.

4.3 Once the legal gender assignment process has been completed and acknowledged by the legal authorities, the interested party is entitled to the issue of a rectified certification that corresponds to their new legal identity.

4.4 Pursuant to Presidential Decree no. 445/2000, statements in lieu of certifications or affidavits relating to their personal qualities and statuses regarding their academic career issued by the requester for use outside IED must refer exclusively to their legally recognised identity.

ART. 5 OBLIGATIONS OF THE REQUESTER

5.1 The requester undertakes to inform their Alias identity representative of any situations that may have an impact on the content and on the validity of the confidentiality agreement. Specifically, they undertake to promptly inform the RDCA and the Academic Coordinator about the issue of a Court sentence rectifying the assignment of their gender and name or of their decision to suspend the process to obtain such rectification.

5.2 The confidentiality agreement shall cease to be effective upon the communication from the legal authorities of the definitive rectification of gender assignment sentence.

ART. 6 BREACHES OF THE REGULATIONS AND THE CONFIDENTIALITY AGREEMENT

6.1 If the Alias identity/career RDCA detect a possible breach of these Regulations and the confidentiality agreement, they must inform the Campus Manager, who may precautionarily suspend the Alias identity/career, requesting further investigation.

6.2 If the confidentiality agreement is effectively found to have been breached, the Alias identity/career shall be definitively deactivated, and the person who requested it shall have to return their identification card and anything else issued by IED.

6.3 Against the provisions of paragraphs 1 and 2, the interested party may contact the Data Protection Office to file a petition for the solution of the matter and/or to receive due information on the procedure to follow to report the matter to the competent authority.

ART. 7 CONFIDENTIALITY AGREEMENTS AND THEIR VALIDITY

7.1 The activation form of the process called Confidentiality agreement Alias identity/identity - Annex "A" of this Regulations - as well as the Alias identity/career activation request form, are to be considered an integral part of these Regulations.

7.2 The confidentiality agreement shall become effective on the date of signing and shall be renewed at the end of the reference period subject to verification that the conditions still exist for it to remain in force.

7.3 The agreement shall cease to be effective upon production of the definitive rectification of gender assignment sentence issued by the competent Court or upon a request for deactivation on the part of the requester.

7.4 In the event that the requester obtains their final qualification before the passing of the sentence of the Court, all career documents shall refer to the vital records data of the requester, and the certifications shall be issued and the degree scroll drafted accordingly.

ART. 8 POSSIBILITY OF ACCESS TO THE ALIAS CAREER FOR REASONS OF PERSONAL SAFETY

8.1 The activation of an Alias career/identity may also be requested by students for reasons relating to personal safety (including, but not limited to, victims of stalking, witnesses, collaborators of justice).

8.2 In such cases, the interested party must likewise file a request with the Campus Manager, in agreement with the legal authority or with the competent judicial police officers.

8.3 The characteristics of the identity are determined in agreement with the authorities as referred to in paragraph 2.

8.4 The duration and the end of the requirement follow the procedure set out in the previous art. 6, always in agreement with the competent authorities.

ART. 9 PROCESSING OF PERSONAL DATA

9.1 Pursuant to and in accordance with Legislative Decree no. 196 of 30 June 2003, "Personal Data Protection Act" as amended, and Regulation (EU) no. 2016/679, IED shall process the data indicated in this agreement exclusively for the purposes connected with the procedures specified herein, taking care to preserve the confidential nature of the documentation.

ART. 10 ENTRY INTO FORCE

10.1 These Regulations enter into force from its publication on the IED.it, IED.edu and Campus.ied.it website.