



## Ministry of Education and Merit

The **Ministry of Education and Merit** (hereinafter, also "**Ministry**" or "**MIM**") makes available to institutes and schools of all levels and educational institutions (hereinafter, also "**School Institutions**" or "**Institutions**") and to students over the age of ten, parents/exercising parental responsibility, teachers, tutors, guidance teachers, school managers/coordinators and school secretarial staff (hereinafter, (hereinafter also referred to as "**Interested Parties**" or "**Users**"), a platform called "Unica" (hereinafter also referred to as the "**Platform**"), aimed at providing a single channel of access to the wealth of information held by the MIM and the School Institutions, through which to guarantee support for the right to study and effective support for students in their growth and the development of their skills, as well as simplifying the provision of services for families and students and optimising the work of the Ministry and the Institutions.

The first release phase makes available digital services (hereinafter also referred to as "**Digital Services**" or "**Services**"), "E-Portfolio" (with the exception of the sections "Student's Masterpiece", "Student Self-Assessment" and "Documents", which will be activated at a later date) and "Tutor" (with the exception of the "Notice Board" section which will be activated at a later date), the operations of which are aimed at providing guidance to students and supporting them in their school career and in compiling the E-Portfolio.

The Platform will also be gradually enhanced with further Services, also through interaction with pre-existing information systems for the management of the institutional activities of the Ministry and School Institutions. Among the Services soon to be implemented is the Digital Service "School Trips", which aims to enable the widest possible participation in educational trips and visits by students.

Within the framework of the Platform and the related Digital Services, the MIM and the School Institutions are data controllers within the scope of their respective competences (hereinafter, also "**Data Controllers**").

This document (hereinafter also referred to as the "**Terms and Conditions**" or "**T&Cs**") governs the general terms and conditions that regulate the relationship between the Data Controllers and Users, as well as between Users themselves.

Use of the Platform and the Services is conditional on acceptance thereof.

**Article 1**

*(Granting of a licence to use the Platform)*

1. The MIM grants the Institutions and Users a licence to use the Platform that is non-exclusive, non-transferable, revocable, royalty-free, indefinite and, in any case, in accordance with the provisions of these T&Cs.

**Article 2**

*(How to access the Platform and Services)*

1. In terms of structure, the platform consists of a public area and a private area.
2. The public area is accessible, via a dedicated website, to any interested party and contains general information on the Platform and its Digital Services, for information purposes.
3. The private area is accessible, subject to computer identification and authentication procedures, to the following categories of Users: *(i)* students over the age of ten; *(ii)* parents/exercising parental responsibility; *(iii)* teachers; *(iv)* tutors; *(v)* guidance teachers; *(vi)* school managers/coordinators; *(vii)* school secretarial staff; *(viii)* administrative staff of the Directorate dealing with MIM matters. In addition, on a transitional basis, for the period of twelve months, for the purposes of launching the Platform, for Users who are school managers/coordinators, school secretarial administrative staff and students over the age of ten, attending secondary school, access will also be possible using credentials issued by the MIM. After this twelve-month period, the measure will be subject to special evaluations by the Ministry.
4. Access to the private area of the Platform is also granted to students by means of an app, subject to the same access and navigation methods as for the web version of the Platform, as well as the same methods of integration with external systems and data protection.
5. Users undertake to carefully safeguard their access credentials so as not to allow access by unauthorised third parties.

**Article 3**

*(Parties involved in the processing of personal data and provision of Services)*

1. The Ministry and the Institutions process the data on the Platform only for purposes strictly related to the objectives of the latter and for the pursuit of their respective institutional purposes.
2. In particular, the Ministry of Education and Merit is the Data Controller for the following purposes:
  - a) management and technical maintenance of the Platform;
  - b) management of access to the Platform;
  - c) provision of the technical support service;
  - d) distribution of financial contributions among the School Institutions within the School Trips Digital Service;

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- e) general monitoring and governance of the Platform, also in order to verify the effectiveness of the Services made available to families and students;
  - f) support for its decisions in the field of school education, promotion of the acceleration of the digitisation process of School Institutions, and improvement of the quality of Services provided in the education system.
3. Within the scope of the purposes referred to in points a), b), c) and d) above, the Ministry processes personal data of individual Users only where strictly necessary, in compliance with the principle of minimisation set out in Article 5 of the GDPR.
  4. Within the scope of the purposes referred to in e) and f) above, the Ministry exclusively displays aggregated data, organised in reports and exclusively concerning metrics and indicators relating to technical and organisational profiles connected with the use of the Platform.
  5. Where strictly necessary, the Ministry, in the cases provided for by law, is also authorised to access the personal data processed within the Platform, in order to (i) comply with requests received from the competent judicial authorities and police forces; (ii) make reports to the competent authorities.
  6. It is up to the School Institutions to take ownership of the Processing carried out for the purposes of the provision of the individual Digital Services E-Portfolio, Tutor and School Trips, each with respect to its own specific users. In this context, the Ministry of Education and Merit acts as Data Processor, pursuant to article 28 of the GDPR, in the activity of managing the infrastructure through which the School Institutions provide the Services.
  7. Sogei S.p.A., as the entity entrusted with the infrastructure, management and application development services of the Ministry's information system, acts, pursuant to Article 28 of the GDPR, as: (i) Data Processor with respect to the purposes set forth in paragraph 2 of this Article; (ii) Sub-Processor with respect to the purposes set forth in paragraph 6 of this Article.
  8. With reference to individual Services, the Platform shall from time to time receive data indispensable for the use of such Services, by means of the following operations:
    - a) interconnection with education-related information systems;
    - b) uploading of additional data by Users, if not available in the manner referred to in a) above.
  9. Within the scope of the Platform and the related Digital Services, only common data of the Users are processed and the provision of data belonging to the special categories referred to in Articles 9 and 10 of the GDPR is not required. The possible provision of special data by Users can only take place on a voluntary basis, within the free-form text fields.
  10. By means of a web form activated within the Platform, the Ministry provides Users with a technical support service, accessible both the public area and the private area, aimed at assisting student and parent Users, as well as teachers and tutors, with technical problems encountered in the use of the Platform and its Services.

**Article 4**

*(User Obligations)*

1. In using the Platform and individual Services, Users are obliged to refrain from:
  - a) defaming, insulting, harassing, threatening or taking actions to violate the rights of others;
  - b) uploading illegal, obscene, offensive, inappropriate or fraudulent material;
  - c) entering personal information that is not strictly necessary for the use of the Digital Services;
  - d) using trademarks, logos, material protected by copyright or otherwise by intellectual property, without the authorisation of the Owner;
  - e) engaging in activities intended to mislead the administrators of the Platform and/or Users as to one's identity and/or experience and/or skills and/or professionalism;
  - f) carrying out commercial advertising for its own and/or third parties' goods and/or services, including by means of spamming;
  - g) marketing, even indirectly and/or implicitly, its own and/or third parties' goods and/or services;
  - h) entering material that could damage the functioning of a computer (e.g. viruses, worms or trojans);
  - i) entering the personal data of third parties without the acquisition of their prior consent, in compliance with the provisions of EU Regulation no. 2016/679 of the European Parliament and of the Council of 27 April 2016, as well as Legislative Decree no. 196 of 30 June 2003;
  - j) engaging in political or other propaganda activities;
  - k) carrying out any act, activity or conduct contrary to the regulations in force.
2. Users shall also refrain from:
  - a) taking actions intended to interfere with the proper functioning of the Platform and/or the security measures of the Platform and/or its licensors;
  - b) sub-licensing, selling, leasing or otherwise profiting from the Platform;
  - c) performing actions aimed at identifying the source code of the Platform (e.g. reverse engineering, decompilation, disassembly);
  - d) copying, duplicating, selling, exploiting, storing, modifying, reproducing, or re-editing, even partially, any element that is part of the Platform or that is reproduced therein, including within the scope of the services offered by the Users, whether graphic or content-related;
  - e) using any robot, spider, search and/or site-finding application, or any other automated device, process or means to access, retrieve, scrape or index any portion of the Platform or its contents;
  - f) sharing with third parties or authorising them to use your access credentials.
3. Student Users, upon uploading their work to the Platform as part of the Digital Services (i.e., "Student's Masterpiece"), agree to be solely responsible for them and assume all consequences arising from their content.
4. The User shall report any behaviour and actions on the Platform that are contrary to the legislation and these Terms and Conditions to the Data Controllers.
5. The User shall take all necessary measures (e.g. antivirus) on their computer and mobile devices to ensure the prevention of incidents or other security problems when using the Platform.

**Article 5**

*(Responsibilities arising from the use of the Platform and Services)*

1. Users are liable for any damages, of whatever type and kind, direct and/or indirect, arising from or in any way connected with actions and conduct contrary to the applicable legislation and these T&Cs, carried out within the context of the Platform.
2. The User acknowledges that the Data Controllers may carry out checks, either before or after use, on the veracity of data, information, statements, images, videos, links or other content sent, entered or uploaded within the Platform and its Services.
3. The User shall be obliged to fully indemnify the Data Controllers against any request and/or petition, judicial or otherwise, of a civil, criminal or administrative nature, which may be transmitted to the Data Controllers by third parties and/or other Users who consider themselves to have been damaged, in terms of assets, morals or image, by the conduct of the User.
4. Under no circumstances may the Ministry be held liable for delays or malfunctions of the Platform and, within the limits of the regulations in force, for any interruption, suspension or limitation of the Services due to any ordinary maintenance or repair work, as well as for other causes, such as loss, appropriation, theft of data caused by the Internet Service Provider it uses, or for the non-performance of the Services due to causes external to the Ministry itself.
5. The liability of the Data Controllers in the event of non-fulfilment of their obligations resulting from unforeseeable circumstances or *force majeure* is excluded.

**Article 6**

*(Suspension and Discontinuation of the Platform and Deactivation of services)*

1. The Ministry reserves the unquestionable right to add or remove functions or features, or suspend and interrupt the operation of the Platform, either temporarily or permanently, in whole or in part. In the cases referred to in this paragraph, the Ministry will provide Users with proper justification and adequate notice, except in cases of urgency.
2. The Ministry also reserves the unquestionable right to block, suspend, or revoke access to the Platform to Users' accounts, for a fixed or indefinite period of time, in the event that it becomes aware of facts, acts or circumstances relating to the violation of these T&Cs or of the regulations in force.
3. In relation to and/or as a consequence of the events referred to in paragraphs 1 and 2, the Data Controllers guarantee the Users the exercise of the rights expressly provided for by the data protection legislation. Where possible, the Data Controllers will make available to the User, upon the User's request, the content that has been provided by the User during use of the Platform and use of the Services.
4. Notwithstanding the provisions of the preceding paragraph, the User is aware and accepts that the Data Controllers shall have no obligation towards the User in connection with and/or as a consequence of the events referred to in paragraphs 1 and 2.

**Article 7**

*(Publication of updated Terms and Conditions)*

1. The Ministry reserves the right to unilaterally amend the Terms and Conditions at any time.
2. The new conditions must be accepted by Users on their first access to the Platform following the update, in the form and manner that will be indicated when the new conditions are issued.

**Article 8**

*(Intellectual Property Rights on the Platform and E-Portfolio)*

1. Users acknowledge that the Platform constitutes the exclusive property of the Ministry and that they acquire no rights of any kind in respect thereof.
2. With regard to content uploaded by Users to the Platform that qualifies as intellectual work of a creative nature (i.e., "Student's Masterpiece" within the E-Portfolio Service), the following rules shall apply:
3. in the case of work produced by students in the course of school activities, both curricular and non-curricular, falling within the institutional educational purposes, the School Institution is entitled to the copyright, which it exercises in accordance with the provisions of the relevant legislation in force. The author's moral right to authorship of the work is also recognised. The School Institution is entitled to half of the revenue from the economic exploitation of the work and the remainder is due to the author (Article 36 of Ministerial Decree no. 129 of 28 August 2018);
4. in the case of work produced by students in the course of extracurricular activities, the copyright belongs to the Student User, who owns the proprietary and moral rights to the work itself.
5. With specific regard to intellectual works of a creative nature falling within the institutional educational purposes produced by students in the performance of school activities, the School Institution is also entitled to the industrial property rights of the products (i.e., designs and models), as well as half of the income from the economic exploitation of the industrial property right and the remainder is due to the author (Article 37 of Ministerial Decree of 28 August 2018, no. 129).
6. Users are precluded from owning any rights to any content, data, information, documents, trademarks of any kind, signs, trade names, illustrations, images, videos uploaded or placed on the Platform by the Data Controllers, other Users or third parties, without prejudice to the application of the laws in force on copyright and intellectual property.

**Article 9**

*(Processing of personal data)*

1. Users' data are processed in accordance with the legislation on the protection of personal data set out in EU Regulation no. 2016/679 of the European Parliament and of the Council of 27 April

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2016, as well as Legislative Decree no. 196 of 30 June 2003. In this regard, please refer to the specific information regarding the use of the Platform and the related technical assistance service, as well as the Digital Services.

### **Article 10**

*(Court of jurisdiction)*

1. Any dispute relating to the interpretation or execution of this document shall be submitted to the jurisdiction of the Court of Rome or, at the User's choice, the Court of the User's place of residence.

### **Article 11**

*(Final provisions)*

1. This document is governed by Italian law.
2. For anything not expressly provided for herein, reference is made to the applicable legislation.
3. Any invalidity or ineffectiveness of any of the clauses of this document shall be confined to the invalid or ineffective clause alone and shall not result in the invalidity or ineffectiveness by extension of the entire document.