

Terms of Use

Embrapa may publish specific rules for each service or product, linked to the Data, Information and Knowledge Governance Policy, the Privacy Statement or to what is established in signed contracts.

By registering and using the services or products, the holder confirms that read, understood and agrees to the conditions and responsibilities set out in this Term of Use.

The holder has the option of not agreeing to grant any of this information, which may invalidate access to **“BRLUC (Brazilian Land Use Change) Method”**.

Embrapa guarantees the holder, at any time, the exercise of the rights provided in the legislation, as established in the item Rights of the Holders.

DEFINITIONS

For the purposes of this Term of Use, the following are considered to be:

1. User: citizen, customer, partner, collaborator or user of our products and services.
2. Holder: Natural person to whom the personal data subject to processing refer.
3. Personal data: Information related to an identified or identifiable natural person.
4. Processing: any operation carried out with personal data, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, elimination, evaluation or control of the information, modification, communication, transfer, dissemination or extraction.
5. Public agent: Any individual who exercises, even if temporarily or without remuneration, by election, appointment, designation, contracting or any other form of investiture or linkage, a mandate, position, job or function in the agencies and entities of the direct and indirect Public Administration.
6. Third Party: A person or entity that does not participate directly in a contract, in a legal act or in a business deal, or that, in addition to the parties involved, may have an interest in a legal process.

7. Partner: public or private institution, individual or legal entity, national or international and qualified as an Embrapa partner in relation to the Conventions or Cooperation Agreements or Technology Transfer Agreements, in which it appears as an interested Party in the execution of the PD&I project and its introduction into the productive and social environment.
8. Licensee: An individual or legal entity that acquires, by means of a legal instrument, the right to use, in a paid or free manner, a certain trademark, image, or intellectual and artistic property, protected or not, in products, services, others, owned or controlled by Embrapa, for a limited period of time.

DESCRIPTION OF THE SERVICE OR PRODUCT

The **“BRLUC (Brazilian Land Use Change) Method”** was developed to enable the estimation of direct land use change (LUC) and CO₂ emissions associated with Brazilian agricultural products, at a sub-national level and compatible with the main international Life Cycle Assessment (LCA) and Carbon Footprint protocols.

In order to use the data properly, you first need to know the scope of the study and the requirements of the LCA or Carbon Footprint protocol or standard you want to meet. It will be necessary to select the period, the variable, e.g. Emission Rate, Conservation Area, etc. and the product and/or category, which are decisive for the result.

The **“BRLUC (Brazilian Land Use Change) Method”** is compatible with the following protocols: IPCC guidelines, GHG Protocol, ILCD Manual, ISO 14067, PAS2050, PEF and Agrifootprint. The **“BRLUC (Brazilian Land Use Change) Method”** can also be used in Ecoinvent, which is one of the main international LCA databases. The **“BRLUC (Brazilian Land Use Change) Method”** data has been integrated into the ecoinvent framework, and the details have been published in the article by Donke et al., 2020. Its use can be complex and requires previous experience with the ecoinvent database.

This Term of Use is applicable to the service made available by **“BRLUC (Brazilian Land Use Change) Method”** under the responsibility of Embrapa, which **“makes”** collection of personal data at the moment of registration or use, such as: name, e-mail, institution name and location (country, state and city).

The data requested, by service or product, may be used to conduct qualitative and quantitative analysis of demands and needs of society. The information generated contributes to the continuous improvement of our research, services and products.

Collection and use of information

Embrapa may collect personal data necessary for the access and operation of services or products made available to the citizen, such as: name, CPF or CNPJ, address, e-mail, telephone, among others.

Some of your data is collected by:

- register for our courses and events;
- register for our applications or services;
- register interest in receiving specific newsletters, matters and publications;
- request information through our service channels;
- establish partnerships;
- acquire our products through Embrapa licensees.

Embrapa will use your personal data for legitimate and specific purposes, lawful and related to the mission of the Company, in compliance with the current legislation.

Embrapa may use the information collected in its platforms of services or products to provide a better experience meeting its needs and expectations and for purposes of communication with the owners and clients. This way, notices and information about researches, products or services developed by Embrapa may be sent.

Based on the data collected, always through its own channels, Embrapa will be able to:

- know your user profile;
- inform about products and services;
- indicate content of your interest;
- respond to requests for information;
- conduct research to analyse and improve our products and services or those of our partners and licensees;
- communicate about courses and events;
- provide technical support for our applications;
- monitor activity and usage trends;
- measuring interactions and audience for the Services;
- carry out, support and encourage projects, businesses and initiatives that promote new knowledge, most of which is translated into products, processes, services, methodologies, systems and practices for the agricultural sector.

The information collected may also be used in audits, statistical analysis, development and improvement of services provided by Embrapa.

Data sharing

Embrapa does not commercialize or share, without previous authorization, personal data to third parties.

Embrapa may, at any time, provide data or information related to the holders to meet *judicial or police demands, or by request of the Public Ministry, and also under the terms of Law No. 13,709/2018 or related legislation.*

Embrapa will not transfer to third parties the information collected to access services or products made available to the society. In the case of commercial negotiations, the data shared with our partners and licensees are those necessary for the fulfillment of the activities, according to the safeguards and limits of contracts, agreements or similar instruments in accordance to the legislation in force.

All and any information regarding the owners will only be shared with their express approval or by legal hypothesis or judicial order.

RIGHTS OF THE HOLDERS

Embrapa, as a public company, should provide services appropriate to its purpose, based on guidelines such as respect, equality, accessibility, meeting deadlines, transparency and legislation, guaranteeing holders the rights provided for in current legislation.

The Holder has the right to obtain from Embrapa, in relation to the data processed by it, at any time and [upon request](#):

- I - confirmation of the existence of treatment;
- II - access to data;
- III - correction of incomplete, inaccurate or outdated data;
- IV - anonymisation, blocking or elimination of unnecessary, excessive data or data treated in non-compliance with the provisions of Law No. 13,709/2018;
- V - portability of data to another service or product supplier, upon express request and with due observance of commercial and industrial secrets, in accordance with the regulations of the controlling body;
- VI - deletion of personal data processed with the consent of the holder, except in the cases provided for in art. 16 of Law No. 13,709/2018;

VII - information on public and private entities with which the controller has shared the use of data;

VIII - information on the possibility of not giving consent and the consequences of refusal;

IX - revocation of consent, pursuant to § 5 of art. 8 of Law No. 13,709/2018.

Claiming rights

At any time, the holder may request information on the processing, rectification or exclusion of their data, by means of a clear and complete request, indicating the origin of the data, through the Integrated Ombudsman and Access to Information Platform, in the REQUEST option:

- <https://sistema.ouvidorias.gov.br/publico/Manifestacao/SelecionarTipoManifestacao.aspx?ReturnUrl=%2f>

RESPONSIBILITIES

THE HOLDER

The holder is responsible for the accuracy, veracity and updating of the informed data, as well as for the consequences of omission or errors in the personal information registered. In case of access by login and password, these can only be used by the registered user. This must maintain the confidentiality of the password, which is personal and nontransferable, not being possible, under any circumstances, the allegation of misuse, after the act of sharing.

Embrapa cannot be held responsible for the following events: a. Equipment infected or invaded by attackers; b. Equipment damaged when consuming services; c. Computer protection; d. Protection of information based on the users' computers; e. Abuse of use of users' computers; f. Clandestine monitoring of users' computers; g. Existing vulnerabilities or instabilities in users' systems; h. Insecure perimeter;

EMBRAPA

Embrapa, in the role of personal information custodian, commits to comply with all inherent legislation to protect the privacy of personal data of citizens used in service platforms or products.

Embrapa is not responsible for malicious practices or personal misuse of content, nor for malicious exploitation of data security flaws or illegalities committed by third parties.

Embrapa pledges to guarantee the best practices in terms of security to the services offered in its service platforms or products.

TERMS OF USE UPDATE

It is the responsibility of Embrapa to publish and inform future update to the Terms of Use through the electronic address: <https://www.embrapa.br/acessoainformacao/lei-geral-de-protecao-de-dados-igpd>

or available at the address of the service or product at: <https://brluc.cnpma.embrapa.br/>.

CONTACT EMBRAPA

Contact Embrapa, through the Integrated Ombudsman and Access to Information Platform, at the address:

- <https://sistema.ouvidorias.gov.br/publico/Manifestacao/SelecionarTipoManifestacao.aspx?ReturnUrl=%2f>

FORUM

Any disputes or controversies arising from any acts practiced in the scope of the use of the services and/or applications by the holders, including with regard to the breach of the Terms of Use or the violation of the rights of the Federal Public Administration, other holders and/or third parties, including intellectual property rights, secrecy and personality rights, will be processed in the Court of Brasília/DF.