



# DATA MIND

The Health Data Research Hub for Mental Health

## **DATAMIND-UK**

## **Organisation GitHub**

## **Terms of Use**

*Last updated: June 30, 2025*

Welcome to the DATAMIND-UK Organization GitHub. These Terms of Use govern your participation, contributions, and access to projects within DATAMIND-UK. By joining or using the DATAMIND-UK organisation ("Organization"), you agree to abide by these terms. If you do not agree, please do not join or contribute to this Organization.

## 1. Definitions

- **"DATAMIND"** refers to the UK's Health Data Research Hub for Mental Health (<https://DATAMIND.org.uk/>).
- **"Organization"** or **"DATAMIND-UK"** refers to the DATAMIND GitHub Organization account (<https://github.com/DATAMIND-UK>).
- **"Member, You, Your"** refers to any individual granted access to DATAMIND-UK.
- **"Project"** refers to any repository, codebase, dataset, or documentation published within DATAMIND-UK.
- **"Contribution"** refers to any work done and published on a Project.

## 2. Scope of Participation

### 2.1. Membership

- To become a Member, individuals must read and complete the enrolment process defined by DATAMIND, including required forms ([registration form](#)) and communications ([privacy notice](#)).
- Members may freely create, host, and manage Projects within DATAMIND-UK.

### 2.2. Autonomy of Contributors

- All Projects are initiated and maintained by individual Members or teams thereof.
- DATAMIND-UK does **not** conduct any pre-publication screening, review, or approval of Projects.

## 3. Ethical and Legal Compliance

### 3.1 No Ethical or Legal Oversight

- DATAMIND-UK does **not** provide ethical review, data governance approval, or legal oversight for Projects.
- Members are solely responsible for obtaining and maintaining all necessary approvals (e.g., IRB, ethics committee, institutional review, data-sharing agreements) prior to publication.

### 3.2 Privacy and Data Protection:

- As per GitHub's [acceptable use policy](#), members must ensure that they do not upload content that violates the privacy of any third party, such as by posting another person's

personal information without consent. This includes applicable data protection laws, privacy regulations, and funder/organizational policies.

## **4. Intellectual Property and Ownership**

### **4.1. Ownership**

Members retain ownership and are responsible for all intellectual property rights in their Contributions and Projects. Nothing in these Terms of use transfers ownership of Members Projects or Contributions to DATAMIND.

You agree that any Project you publish:

- is your original work or you have all necessary rights, licenses, or permissions to use and publish it;
- fully complies with any intellectual property rights or license terms attached to third-party materials included within your Project.

### **4.2. Licensing**

#### **4.2.1 Terms of Use for Member Projects**

You must specify a license or clear terms of use for any Project you publish. This is necessary to allow others, including DATAMIND, to understand how they may use your Project.

If you publish a Project without specifying a license or terms of use, then the default copyright laws in the United Kingdom will apply, meaning that you retain all rights to your Project and no one may reproduce, distribute, or create derivative works from your Project without your permission.

We strongly encourage you to include a license or terms of use because under the default laws, no additional rights beyond those granted by statute will be assumed, which may limit how your Project can be used by others.

#### **4.2.2 License Grant to DATAMIND**

You retain full ownership and responsibility for your Project. However, to operate and maintain DATAMIND-UK effectively, DATAMIND requires you to grant it certain permissions – notwithstanding the Project's privacy rules.

By joining DATAMIND-UK and publishing Projects, you grant DATAMIND a non-exclusive, worldwide, royalty-free, sublicensable license to:

- Access, host, store, display, reproduce, distribute, and back up your Project within the DATAMIND-UK repositories, according to the Project's privacy rules;
- This license shall continue until you remove your project from DATAMIND-UK, at which point DATAMIND will cease using your Project except as required for archival or legal compliance.

This license is necessary for DATAMIND to operate and maintain DATAMIND-UK and allow others to engage with your Project as intended.

You retain full ownership of your Project and can license it to others under your own terms.

## 5. Liability and Disclaimer

### 5.1. No Warranty

- DATAMIND-UK and Projects are provided “as is” without warranty of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- DATAMIND makes no guarantees that DATAMIND-UK will be safe, secure, or error-free, that it will function without disruptions, delays, or imperfections or that Projects will be accurate, current and complete

### 5.2. Limitation of Liability

- DATAMIND and DATAMIND-UK assume **no legal liability** for any content, accuracy, ethics, compliance, or consequences arising from Projects.
- Under no circumstance will DATAMIND be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Organisation. DATAMIND does not exclude or limit in any way our liability to you where it would be unlawful to do so therefore depending on the country where you reside some of these exclusions and limitations may not apply to you.
- Projects may contain links to third-party content over which DATAMIND has no control. Therefore, members should review each of these platforms or websites' terms of use and privacy policies before participating. DATAMIND does not control, endorse, sponsor, recommend, or otherwise accept responsibility for any content, terms of use, policies on or use of any third-party website. You further acknowledge and agree that DATAMIND shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### 5.3. Indemnity

- You agree to indemnify and hold DATAMIND and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of Projects you submit, post, transmit or otherwise make available through DATAMIND-UK, your use of DATAMIND-UK, your violation of these Terms, or your violation of any rights of another.

## 6. Moderation and Removal Rights

- **Right to Remove:** DATAMIND reserves the right to remove any Member or Project from the Organization, at its sole discretion, particularly if content or conduct is deemed inappropriate, infringes third party rights, unethical, illegal, or in violation of these Terms or GitHub's Terms of Service.
- **Notice:** Where feasible, DATAMIND will provide notice of removal or suspension, but reserves the right to act immediately in cases of serious breaches.

## 7. Member Responsibilities

Members agree to:

- Comply with these Terms and all applicable laws and regulations;
- Ensure Projects meet required ethical, legal, and institutional standards before publication;
- Promptly address any issues or concerns raised about their Projects;
- Not upload any Projects that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or harm minors;
- Not to impersonate any person or entity;
- Not to upload any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Not to upload any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation;
- Not to upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Not to in whole or in part, copy, photograph, reproduce, publish or distribute, translate, reverse engineer, derive source code, modify, disassemble, decompile, or remove any proprietary notices or labels or any software accessed via the Organisation.
- Not to obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible on the content published;
- You acknowledge, consent and agree that DATAMIND may access, preserve and disclose your account information and Projects if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms or respond to claims that any Projects violate the rights of third parties. Respect the community by following GitHub's [Community Guidelines](#).

## 8. Changes to Terms

DATAMIND may modify these Terms of Use at any time. Members will be notified of significant changes via the Organization's communication channels. Continued participation after changes constitutes acceptance of the updated Terms.

## 9. Jurisdiction

These Terms of Use and all claims relating to the relationship between the parties are governed by the courts of England and Wales.

## 10. Contact Information

For questions or clarifications regarding these Terms of Use, please contact:

DATAMIND-UK

Email: [DATAMIND@swansea.ac.uk](mailto:DATAMIND@swansea.ac.uk)

If you believe that content on our website violates your copyright, please contact us via the above email address.

*By participating in DATAMIND-UK, you acknowledge that you have read, understood, and agree to these Terms of Use.*