

DECLARATION OF PERSONAL INTERESTS

POLICY

It is ICNIRP's aim to provide guidance and recommendations on protection from non-ionizing radiation exposure based on thorough professional evaluation of the published scientific literature. To achieve this goal, ICNIRP relies on the scientific knowledge and judgment of independent experts. For ICNIRP it is imperative to avoid that personal interests of its members affect the independence of ICNIRP's guidance. In this view, the ICNIRP Commission and Scientific Expert Group (SEG) members are asked to declare any personal interests in relation to the activities of ICNIRP.

The declaration of interests is to be completed at the time of acceptance of nomination for an election, updated after election, annually, and each time a change of personal interest occurs. The declarations of personal interests are requested from all:

- candidates to an ICNIRP position
- ICNIRP Commission members
- ICNIRP SEG members
- ICNIRP Scientific Secretary

Upon completion and signature, the declaration is to be sent electronically to the ICNIRP Secretariat at info@icnirp.org.

Declarations of all elected members of ICNIRP and its SEG will be posted on the ICNIRP website. All publications of ICNIRP shall contain an acknowledgement with regard to the online availability of the declaration of personal interests.

The declarations are evaluated by the Commission. If there is any conflict of interest, the Commission decides in accordance with the ICNIRP provisions entailed in the Charter and Statutes (see below), about the action required. The general principle of ICNIRP's approach is that neither the personal, nor the professional life, of its members should depend on NIR-relevant commercial entities or any other NIR interest groups. It is recognized that scientific expertise implies a wide range of professional and academic experiences and activities, called personal interests, which however do not per se automatically lead to a conflict. The evaluation of personal integrity is very complex and might be difficult to achieve to the satisfaction of all parties. It is the responsibility of the ICNIRP Board and Commission to carefully consider and decide if the declared interests potentially constitute a conflict of interest.

As per the ICNIRP Statutes, "no member of the Commission shall hold a position of employment that in the opinion of the Commission will compromise its scientific independence. (...) When a change occurs in a member's employment which, in the opinion of the Commission members, may compromise the Commission's scientific independence, the Commission shall decide whether this member can continue to serve". The Commission decision shall be taken by a simple majority vote, either by a formal letter ballot, at a special Commission meeting called for that purpose, or at its Annual General Meeting (ICNIRP Statutes, §6(2)).

Where an elected member's declaration of interest has been evaluated and ICNIRP has concluded that it does not represent a conflict of interest, the reasons for ICNIRP's determination are provided below.

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LAST NAME, First name: LEIGHTON, Timothy		POSITION (SEG, Commissioner, Sc. Secretary, incl. nominee): SEG	
ACTIVITIES AND ASSETS relating to the years 2019-2022 Please report activities, relationships and assets below, including any current application or negotiation for future activities, relationships and assets, as well as anything else that could be perceived as potentially representing a conflict of interest in relation to the activities of ICNIRP. Please provide explanation for acronyms. If you want to report more than one item in a specific category, insert a new line by copying and pasting the cell of the concerned category.			
EMPLOYMENT			
Employer(s), function, title: Professor of Ultrasonics and Underwater Acoustics, University of Southampton, UK Dates – Start/End-Ongoing: 1992-current			
UNPAID CONSULTANCY, ADVISORY POSITIONS AND SERVICES <i>These include unpaid consultancy and service as a scientific or other advisor for any commercial or non-commercial organization with an interest in NIR (including membership in scientific councils, associations, etc.) or as part of a regulatory, legislative or judicial process concerning NIR.</i>			
Name and description of the activity: Member of the Advisory Editorial Board of the journal Ultrasound in Medicine and Biology, the Journal of the Acoustical Society of America, Archives of Acoustics, and the Proceedings of the Royal Society of London A. I am sent journal papers and asked to obtain reviews of them from experts, and submit recommendation to the Editor-in-Chief regarding whether to accept, reject or amend the paper. Dates - Start/End-Ongoing: pre-2019 to current Name and status of the contractor: The above societies are learned societies – it is a service to the academic community			
Name and description of the activity: Chair, Sectional Committee 4 for Fellowship of the Royal Society, the committee that assesses who becomes Fellows for Engineering. Dates - Start/End-Ongoing: 1 Oct 2018 to 30 Oct 2020 Name and status of the contractor: The Royal Society is a charity. – it is a service to the academic community			

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<p>Name and description of the activity: Chair, Global-NAMRIP – Founder and chair of the Global Network for AntiMicrobial Resistance and Infection Prevention. Fostering scientific collaborations to combat AntiMicrobial Resistance and Infection Prevention through projects, conferences etc.</p> <p>Dates - Start/End-Ongoing: 1 Oct 2015 - current</p> <p>Name and status of the contractor: Global NAMRIP is held within the University of Southampton, a University which (like all the UK ones, I believe) has charitable status. – it is a service to the academic community</p>
<p>Name and description of the activity: Chair, HEFUA Founder and chair of the research group Health Effects of Ultrasound in Air. Fostering scientific collaborations to research ultrasound in air through workshops etc.</p> <p>Dates - Start/End-Ongoing: 1 Oct 2015 - current</p> <p>Name and status of the contractor: HEFUA is held within the University of Southampton, a University which (like all the UK ones, I believe) has charitable status. – it is a service to the academic community.</p>
<p>Name and description of the activity: Fellowships of National Academies: the Royal Society, the Royal Academy of Engineering, and the Academy of Medical Sciences. Also a Fellow of learned societies that are not National Academies: the Acoustical Society of America, the UK Institute of Acoustics, the UK Institute of Physics, the International Institute of Acoustics and Vibration, the Cambridge Philosophical Society.</p> <p>Dates - Start/End-Ongoing: pre-2019 to current</p> <p>Name and status of the contractor: Support the discover and sharing of knowledge in the academic community, e.g. through referring academic papers for their journals, attending their conferences, and serving on their editorial boards and technical committees.</p>
<p>Name and description of the activity: Scientific Expert Group of the International Commission on Non-Ionizing Radiation Protection (ICNIRP). Scientific Expert Group. Travel expenses are reimbursed for official duties.</p> <p>Dates - Start/End-Ongoing: 24 March 2021- current</p> <p>Name and status of the contractor: Support the assessment and safety guidelines for ICNIRP.</p>

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<p>Not applicable <input type="checkbox"/></p>
<p>PAID CONSULTANCY, ADVISORY POSITIONS AND SERVICES</p> <p><i>These include paid consultancy and service as a scientific or other advisor for any commercial or non-commercial organization with an interest in NIR (including membership in scientific councils, associations, etc.) or as part of a regulatory, legislative or judicial process concerning NIR.</i></p>
<p>Name and description of the activity: Executive General Director of Sloan Water Technology Ltd</p> <p>Dates – Start/End-Ongoing: 28 April 2021</p> <p>Name and status of the contractor: Sloan Water Technology Limited (SWT). In 2018 the University of Southampton sold my suite of patents to a start-up company, Sloan Water Technology Limited (SWT). The University passed on a percentage of that one-off sale to me in 2019. I began directing the company as an unpaid position, but now take 25% of my income as Executive General Director of the company. SWT employs around 10 staff (we are expanding). I spend about half a day each week checking the work at SWT and feeding in inventive ideas. SWT equipment does use ultrasound, but at the frequency of well over 100 kHz. Furthermore, the ultrasound is confined to water, and we have no measurable ultrasonic emissions in air. It is very important to understand that when sound is in water, it is well-known that only around only around 0.1% of the ultrasonic energy can leak out of the water and into air. This does not necessarily mean that one can refrain from checking the levels in air when ultrasound is deployed underwater (as the need to consider the health of workers using ultrasonic cleaning baths has shown), but it would not be surprising to find only very low levels in air as a result of our submerged source, which is significantly less powerful than the sources used to power a typical industrial ultrasonic cleaning bath. For both these reasons (the frequency being well in excess of 100 kHz, and the ultrasound being from a low-power submerged source) I believe the commercial use of ultrasound does not give the appearance of bias when I lend expertise to look at the pressing issues of ultrasound in air and its effects on humans, notably in the frequency bands below 50 kHz. As a final note, I think I am well-known in the field for championing for better regulation of the exposure of humans to ultrasound in air, particularly for public exposures, by pointing out in my published, peer-reviewed articles that (i) there is now a range of new technology and commercial products that were not envisaged by the older regulations, (ii) there can be ambiguities in how the guidelines can be interpreted, and (iii) there is often an inappropriate reference made to guidelines by commercial bodies to justify public exposures by their products, notably by referring to the wrong guidelines (e.g. occupational guidelines for public exposures, or <i>in utero</i> guidelines for exposures in air). Given this, I do not feel that it would be seen as a conflict of interest to have my scientific expertise used by ICNIRP for this.</p> <p>Recipient of Income: Personal Income</p> <p>Income (percentage of the above mentioned unit's income): 25%</p>
<p>Not applicable <input type="checkbox"/></p>

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RESEARCH SUPPORT RECEIVED FROM COMMERCIAL ENTITIES

These are research support, grants, collaborations, sponsorships, other funding and in-kind support valued at more than EUR 1000 overall (including equipment, facilities, staff, paid travel to meetings, etc.).

Name and description of the activity: Partial funding for PhD studentship supported by GlaxoSmithKline (majority funded by BBSRC)

Dates – Start/End-Ongoing: 2016-2022

Name and status of the contractor: GlaxoSmithKline

Unit receiving and managing the income: University

Income (percentage of the above mentioned unit's income): 0.002%

Are you free to publish whatever results your research shows without the influence from the entity funding your research?

Yes **Wording used in the contract:** Klicken Sie hier, um Text einzugeben.

6. PUBLICATIONS

6.1 The Project will form part of the actual carrying out of a primary charitable purpose of the University; that is, the advancement of education through teaching and research.

6.2 In accordance with normal academic practice, all employees, students, agents or appointees of the University (including the Student and any others who work on the Project) shall be permitted, following the procedures laid down in Clause 6.3, to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, and to give instructions within the University on questions related to such work.

6.3 All proposed publications (including, but not limited to, scientific publications, patent applications and non-confidential presentations), shall be submitted in writing to the other of GSK and the University for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background Intellectual Property of the reviewing Party, or an amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of the reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar

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protection to Arising Intellectual Property owned by the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no objection to the proposed publication.

6.4 Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of the others in accordance with standard scientific practice.

6.5 Clause 6 does not apply to the submission of the Thesis, which is governed by Clause 7.

7. THESIS

7.1 This Agreement shall not prevent or hinder the Student from submitting for degrees of the University Theses based on results generated within the scope of the Project, as outlined in the First Schedule to this Agreement, as amended from time to time in accordance with clause 7.2; or from following the University's procedures for examination and for admission to postgraduate degree status (such procedures to include provisions to make the thesis available online through institutional repository "E-Prints" or to place the thesis on restricted access within the University's library for a limited period).

7.2 During the Project Period, the University, through the Academic Supervisors and the Student, and GSK through the Industrial Supervisors, shall identify at the progress meetings any Background Intellectual Property of GSK which the Student may wish to incorporate into the Project. GSK shall decide whether or not to allow the identified Background Intellectual Property to be used in the Project. If this decision gives rise to a requirement to amend the description of the Project, as outlined in the First Schedule, such amendment shall be mutually agreed in principle between the Academic Supervisor, the Industrial Supervisor and the Student and forwarded to the contracting authorities of the University and GSK for authorisation.

7.3 The Student shall follow the University's regulations for the submission of the Thesis or Theses for examination. In any event the University shall procure that the Student submits a draft Thesis to the Academic Supervisor and Industrial Supervisor at least thirty (30) days prior to the date for submission for examination. The copyright of the Thesis will remain that of the Student.

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7.4 The University shall procure that the Student does not, without GSK's express written consent, include in any Thesis any Background Intellectual Property or Arising Intellectual Property belonging solely to GSK, which is not directly related to the Project, as outlined in the First Schedule, as amended.

No

Please describe how your independence is safeguarded: Contract drawn up by University Research Support and Legal Services Offices and compliant with norms and expectations for company-funded university research. Also overseen by a panel who meet the student and supervisor every 9 months to question each and ensure the student's interested, especially ability to publish research in papers and a PhD thesis, are safeguarded, and that the research is conducted in an independent, honest and rigorous manner.

Name and description of the activity: PhD studentship supported by Vitacress

Dates – Start/End-Ongoing: 2017-2021

Name and status of the contractor: Vitacress

Unit receiving and managing the income: University

Income (percentage of the above mentioned unit's income): 0.002%

Are you free to publish whatever results your research shows without the influence from the entity funding your research?

Yes **Wording used in the contract:**

For privacy reasons, the contract cannot be quoted on a form that will be placed on the web. Hence the exact wording of the contract cannot be reproduced here. However the PhD student has already published two journal papers on her work, indicating a freedom to publish, and the wording of the contract enshrines that freedom within the usual condition that the sponsor is informed and given the opportunity to see the work prior to submission for publication. Such conditions should be expected in every commercially sponsored PhD, for example to allow the sponsor time to protect Intellectual Property etc. Such conditions should also be expected to place a reasonable time limit on the time period within which the sponsor will issue a response.

No

Please describe how your independence is safeguarded: Contract drawn up by University Research Support and Legal Services Offices and compliant with norms and expectations for company-funded university research. Also overseen by a panel who meet the student and supervisor every 9 months to question each and ensure the

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<p>student's interested, especially ability to publish research in papers and a PhD thesis, are safeguarded, and that the research is conducted in an independent, honest and rigorous manner.</p>
<p>Name and description of the activity: 2 PhD studentships supported by Sloan Water Technology Ltd.</p> <p>Dates – Start/End-Ongoing: 2016-current</p> <p>Name and status of the contractor: Sloan Water Technology Ltd.</p> <p>Unit receiving and managing the income: University</p> <p>Income (percentage of the above mentioned unit's income): 0.004%</p> <p>Are you free to publish whatever results your research shows without the influence from the entity funding your research?</p> <p>Yes <input checked="" type="checkbox"/> Wording used in the contract:</p> <p>For privacy reasons, the contract cannot be quoted on a form that will be placed on the web. Hence the exact wording of the contract cannot be reproduced here. However the PhD student has already published two journal papers on her work, indicating a freedom to publish, and the wording of the contract enshrines that freedom within the usual condition that the sponsor is informed and given the opportunity to see the work prior to submission for publication. Such conditions should be expected in every commercially sponsored PhD, for example to allow the sponsor time to protect Intellectual Property etc. Such conditions should also be expected to place a reasonable time limit on the time period within which the sponsor will issue a response.</p> <p>No <input type="checkbox"/></p> <p>Please describe how your independence is safeguarded: Contract drawn up by University Research Support and Legal Services Offices and compliant with norms and expectations for company-funded university research. Also overseen by a panel who meet the student and supervisor every 9 months to question each and ensure the student's interested, especially ability to publish research in papers and a PhD thesis, are safeguarded, and that the research is conducted in an independent, honest and rigorous manner.</p>
<p>Name and description of the activity: NIHR (National Institute of Health Research) funding for cleaning and surgical instruments and wounds.</p> <p>Dates – Start/End-Ongoing: 2019-current</p> <p>Name and status of the contractor: NIHR is the research-arm of the UK National Health Service (NHS)</p>

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Unit receiving and managing the income: **University**

Income (percentage of the above mentioned unit's income): **0.2%**

Are you free to publish whatever results your research shows without the influence from the entity funding your research?

Yes Wording used in the contract:

For privacy reasons, the contract cannot be quoted on a form that will be placed on the web. Hence the exact wording of the contract cannot be reproduced here. However the PhD student has already published two journal papers on her work, indicating a freedom to publish, and the wording of the contract enshrines that freedom within the usual condition that the sponsor is informed and given the opportunity to see the work prior to submission for publication. Such conditions should be expected in every commercially sponsored PhD, for example to allow the sponsor time to protect Intellectual Property etc. Such conditions should also be expected to place a reasonable time limit on the time period within which the sponsor will issue a response.

No

Please describe how your independence is safeguarded: Contract drawn up by University Research Support and Legal Services Offices and compliant with norms and expectations for company-funded university research. NIHR distributes tax-payer funded research funds and so has a commitment to be open and encourage publication and probity.

INVESTMENTS AND COMMERCIAL INTERESTS

Investment and commercial interests mean investments in a commercial entity, in a trust or holding company. This includes any commercial business interests (e.g., proprietorships, partnerships, joint ventures) and indirect investments such as a trust or holding company, stocks, bonds, stock options, or other securities. Broadly diversified mutual funds, pension funds or similar investments that are broadly diversified and on which the member does not exercise control are excluded. Members shall declare any current, past or planned investments and commercial interests they hold in the NIR area, when such an interest is valued at more than EUR 1000.

Name of the investment/share:

Dates – Start/End-Ongoing:

Income (percentage of yearly personal income):

Not applicable

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<p>INTELLECTUAL PROPERTY</p> <p><i>Intellectual property is patents, trademarks and copyrights (also pending applications) and proprietary know-how in a substance, technology or process.</i></p>
<p>Designation of the property: (i) ‘Cleaning Apparatus and Method, and Monitoring Thereof.’ PCT/EP2010/062448. From UK Patent Application No. 0914836.2 (University of Southampton 2009, filed 26 August 2009, published 26 August 2010). (ii) ‘Cleaning apparatus and method using an acoustic transducer’ US 2018/0147610 Allowed (March 2020) based on PCT patent EP3 (Published 31 May 2018). (iii) ‘Cleaning, healing and regeneration of tissue and wounds’. GB2563212A awarded 209 January 2020. Based on PCT/EP2018/064659 (Filing Date: 4 June 2018) Claiming priority on United Kingdom Application No. 1708901.2 filed on 5 June 2017. (iv) ‘Apparatus and method for prevention and treatment of marine biofouling’ (filed on June 5, 2020) Application No. 16/770,296; and is related to United Kingdom Application No. 1720342.3, filed June 12, 2017, and International Application No PCT/EP2018/083892, filed June 12, 2018</p> <p>Dates – Start/End-Ongoing: 6 April 2019 to 5 April 2020</p> <p>Income (percentage of yearly personal income): 41%</p>
<p>Not applicable <input type="checkbox"/></p>
<p>ADDITIONAL INFORMATION*</p> <p><i>This includes information concerning the interests of a person with whom the member has personal or professional ties (such as a family member or close colleague) when that person’s interests (professional activities or financial engagements in the NIR area) may be impacted positively or negatively by the work of ICNIRP.</i></p> <p>* Information provided here may be protected by privacy rights. ICNIRP will anonymize this field before DOI disclosure.</p>
<p>To your knowledge, would the outcome of your activities within ICNIRP benefit or adversely affect interests of others* with whom you have substantial common personal, financial or professional interests (such as family members or colleagues)?</p> <p>Please provide a description of the others’ interests that are potentially affected by your ICNIRP activities:</p> <p>Dates – Start/End-Ongoing:</p>
<p>Not applicable <input checked="" type="checkbox"/></p>

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Is there any other aspect of your personal background or present circumstances not addressed above that might be perceived as affecting your objectivity or independence?

Please provide a description of the other aspects that are potentially affecting your objectivity or independence: **None**

Dates – Start/End-Ongoing:

Not applicable

I hereby declare that the disclosed information is true and complete to the best of my knowledge. Should there be any change to the above information, I will promptly notify the ICNIRP Secretariat and complete a new declaration of interests which takes the changes into account.

I hereby provide my consent that my declaration of interest will be made available publicly via the ICNIRP website as per the condition stated under “policy”.

Date: **28 Oct 2021**

Name: **Timothy G. Leighton**

Signature: 

COMMENTS FROM ICNIRP ON THIS DECLARATION OF PERSONAL INTERESTS:

AS DR LEIGHTON'S ADVISORY AND RESEARCH ACTIVITIES AS WELL AS THE REVENUE GENERATED BY HIS PATENTS ARE NOT RELEVANT TO HIS INVOLVEMENT WITHIN THE PG AIRBORNE ULTRASOUND AND THE ICNIRP'S NON IONIZING ADVERSE HEALTH MANDATE IN THIS AREA, ICNIRP DOES NOT CONSIDER THAT THESE REPRESENT A CONFLICT OF INTEREST. APPROVED: