

EXAMPLE PUPILLAGE INTERVIEW PROBLEM – 4 PUMP COURT

IN THE MATTER OF A POTENTIAL DISPUTE

BETWEEN:

TRIAGE-IT LIMITED

Potential Claimant

- and -

**OBLIQUE MEDICAL DIAGNOSTICS
LIMITED**

Potential Defendant

PUPILLAGE INTERVIEW PROBLEM

Instructions

1. Instructing Solicitors, Rossum Law LLP, act for Triage-IT Limited (“**Triage-IT**”), a company incorporated under the laws of the island nation of Rokovia.
2. As you are aware: Rokovian law is codified in statute; there is no system of precedent; and case law is not cited in the Rokovian Courts. For convenience, relevant extracts from the Rokovian Civil Code are enclosed with these instructions (**Enclosure 1**).
3. Triage-IT was founded in March 2022 with backing from a consortium of altruistic investors from Rokovia’s Silicon Gorge region. Its mission, as set out on its website, was to “*harness the power of data to provide innovative software solutions to public healthcare providers throughout Rokovia*”.
4. Triage-IT’s flagship offering is an AI-based software package called ‘Take Two’, which is used by clinicians to help them confirm medical diagnoses by reference to patient-described symptoms and historical medical data, and to make recommendations as to the most appropriate treatment pathway. Enclosed with these instructions is an extract from Triage-IT’s website (**Enclosure 3**).
5. One of Triage-IT’s first employees was Dr Chatwen Jipeetee. Dr Jipeetee was appointed to the role of Senior Software Architect within days of Triage-IT’s incorporation and was selected based on his particularly impressive CV. After training as a medical doctor and rising to the level of consultant, Dr Jipeetee returned to university and read for a masters

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degree in computer science, followed by a doctorate focussing on the use of data science in healthcare.

6. Enclosed with these instructions are extracts of clauses from Dr Jipeetee's employment contract with Triage-IT (**Enclosure 2**).
7. In his role at Triage-IT, Dr Jipeetee led the development team for Take Two and was the author of a significant portion of its codebase. He was stationed exclusively in Triage-IT's development centre.
8. Exactly one year prior to the date of these instructions, Dr Jipeetee gave the required two months' notice that he would be resigning from Triage-IT. The reasons given in his letter of resignation were somewhat vague, but Dr Jipeetee claimed that he felt too isolated and wanted to get "*out and about*" more. Triage-IT reluctantly accepted Dr Jipeetee's notice of resignation.
9. However, Triage-IT recently learned that, prior to tendering his notice, Dr Jipeetee had been offered, and accepted, a position as 'Head of Customer Outreach' at Oblique Medical Diagnostics Ltd ("**Oblique**"). We understand that Dr Jipeetee started working for Oblique about a month ago. Recent posts on his business social media indicate that he has been travelling extensively, including to nearby countries, to promote Oblique's offering to its prospective customers.
10. Oblique is another medical software company which was incorporated in Rokovia in 2023. Oblique's flagship product, which is now offered in several countries including Rokovia, is a software utility called XR-AI which uses AI to analyze medical imaging (such as X-ray and MRI scans) to diagnose potential health issues. Enclosed with these instructions is an extract from the 'about us' section of Oblique's website (**Enclosure 4**).
11. Triage-IT are deeply concerned about Dr Jipeetee becoming employed by Oblique. Instructing Solicitors have written to Oblique's solicitors drawing their attention to clauses 31 and 32 of Dr Jipeetee's contract with Triage-IT and seeking confirmation that Oblique will rescind their offer of employment. However, Oblique's solicitors issued a terse response, stating simply that Dr Jipeetee's current employment is "*none of Triage-IT's business*", that he is "*employed at Oblique in an entirely different capacity, namely to serve as a trusted and respectable face for our brand*". They added that Dr Jipeetee understands his obligations of confidentiality, and that he has not disclosed any confidential information to Oblique (and nor has Oblique asked him to do so).

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12. Triage-IT is not happy with Oblique's response. Whilst it has not seen anything to suggest that Dr Jipeetee has revealed any Confidential Information to Oblique, Triage-IT's CEO has "*heard on the grapevine*" that Oblique will soon announce plans for a major update to XR-AI which will bring a raft of new features, and he suspects that Dr Jipeetee is the brain behind this.
13. Triage-IT would like your advice as to what action (if any) they should take. For the purposes of these instructions, you should assume that:
 - 13.1. Injunctive relief would, in principle, be available against both Dr Jipeetee and Oblique if an actual or threatened breach of contract can be proven and the court decides to exercise its discretion in Triage-IT's favour. If ordered, such relief would prevent Dr Jipeetee from acting in a way which amounts to a breach of contract.
 - 13.2. An award of damages could, in principle, be made against Dr Jipeetee and Oblique to compensate Triage-IT for any loss it has suffered as a result of any breach of contract by Dr Jipeetee.

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Enclosure 1: Extracts from the Rokovian Civil Code

Division 5 – Legal Transactions

Title 4 – Contract

Section 165. The interpretation of contracts

- (a) Contracts are to be construed objectively.
- (b) Objective construction means that the terms of a contract are taken to have the meaning that would be afforded to them by a reasonable person having all the relevant background knowledge reasonably available to the parties.
- (c) In determining the meaning referred to in subsection (b) above, the Court must have regard to:
 - a. The natural and ordinary meaning of the words used;
 - b. The overall purpose of the words and the contract;
 - c. The facts and circumstances known to the parties at the time when the contract was made;
 - d. The commercial common sense of the transaction (insofar as that can be ascertained),but the Court must be careful not to place too much emphasis on factors “b”, “c” and/or “d” over factor “a”, which is the most important.
- (d) In interpreting a contract, the Court must not re-write the agreement for the parties in order to protect a party from a bad bargain.

Section 192. Terms in restraint of trade

- (a) In this section, “term in restraint of trade” means any term of a contract which, on its proper construction, entitles one party (Party A) to restrict the freedom of another party (Party B) to work for others, or to carry on B’s trade or business.
- (b) A term in restraint of trade shall be void and unenforceable as contrary to public policy unless both of the following conditions are established:
 - a. The first condition is that the term serves to protect a legitimate interest of Party A.
 - b. The second condition is that the term, on its proper construction, is no wider than is reasonably necessary for the protection of Party A’s legitimate interest.
- (c) For the purposes of subsection (b) above, legitimate interests include:
 - a. The protection of confidential information;
 - b. The protection of trade secrets;
 - c. The protection of goodwill;
 - d. The protection of business connections.

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Enclosure 2: Extracts from Contract of Employment between Triage-IT and Dr Jipeetee

31 Post-termination obligations

31.1 In order to protect the Confidential Information and business connections of the Company, you agree that you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person for a period of twelve (12) months from the Termination Date (the “Relevant Period”), be engaged, interested or concerned whether as principal, agent, representative, partner, director, employee, joint venturer, investor, consultant or any other capacity in any Competing Business, except that you may hold up to five percent (5%) of any class of shares or securities of any company listed or dealt in on a recognised investment exchange.

31.2 In this clause 31:

Company

means Triage-IT Limited;

Competing Business

means any business located anywhere in the world which competes, or proposes to compete, with any business carried on by the Company in which you were involved (other than on a minimal basis) at any time during the Relevant Period;

Termination Date

means the date on which your employment at the Company comes to an end, following your period of notice.

32 **Confidential information**

32.1 In this Agreement, **Confidential Information** means any information relating to the businesses, finances, dealings, transactions and affairs of the Company which has not been made available to the public.

32.2 You will not, except in the proper performance of your duties under this Agreement, either during the Employment or at any time after its termination (howsoever caused) use for your own benefit or for the benefit of any other person, company or other undertaking, or directly or indirectly disclose to any person, company or other undertaking any Confidential Information.

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Enclosure 3: Extract from “About Us” Section of Triage-IT’s Website

At Triage-IT, we believe that data has the power to turbocharge efficiency in the public healthcare sector. That’s why we developed **Take Two**, a smart clinical support system designed to aid in diagnosis and streamline treatment pathways.

Take Two in a Nutshell

Take Two is an intelligent, data-driven platform that uses cutting-edge technology to assist clinicians in both diagnosis and treatment planning. **Take two** operates in four key stages:

1. **Check-In**

First, patients check in using our web portal or handy mobile app. The patient is asked to define their symptoms by choosing from a wide selection of pre-set parameters. **Take Two** seamlessly integrates with the patient’s medical records and processes structured data (such as prior lab results) to create a comprehensive patient profile.

2. **Clinician Review**

The treating clinician reviews the **Take Two** patient profile and applies their clinical judgment to arrive at a diagnosis. That diagnosis can then be entered into the **Take Two** Clinician Portal in natural language.

3. **Smart Diagnosis Verification**

Take Two’s advanced large-language comprehends the diagnosis and, with reference to electronic health records (EHRs) stored across our network of Rokovian healthcare providers, applies state-of-the-art statistical modelling to provide a second opinion.

4. **AI-Driven Treatment Recommendations**

Take Two goes a step further by recommending evidence-based treatment pathways tailored to the individual patient. By analyzing factors such as comorbidities, past treatments, and the latest clinical research, **Take Two** is able to suggest optimal management strategies which are consistent with best practice guidelines.

Why Choose Triage-IT?

At **Triage-IT**, we are committed to making AI a trusted partner in healthcare. **Take Two** is built in collaboration with medical experts, ensuring it aligns with clinical best practices. It integrates seamlessly into existing workflows, providing real-time insights without disrupting patient care. By reducing diagnostic uncertainty, improving treatment precision, and enhancing patient safety, we believe **Take Two** represents the future of AI-assisted medicine.

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Enclosure 4: Extract from “About Us” Section of Oblique’s Website

At **Oblique Medical Diagnostics**, we believe that artificial intelligence can revolutionize private healthcare by enhancing the accuracy and efficiency of medical diagnostics. Our AI-driven platform, **XR-AI**, is designed to apply advanced medical image and test result analysis to ensure that nothing is missed.

The Power of XR-AI

🔍 **Deep Image & Data Analysis**

XR-AI is capable of processing a variety of medical images, including X-rays, MRIs, CT scans, and ultrasounds, alongside a host of laboratory test results. Using cutting-edge deep learning models, **XR-AI** detects patterns, anomalies, and early indicators of disease that may be missed by the human eye.

👉 **Learning from the Best**

How is **XR-AI** so smart? Its advanced algorithms have been trained on numerous up-to-date data repositories from around the world, including vast real, synthetic and augmented medical image datasets.

🧠 **AI-Powered Diagnostic Insights**

XR-AI generates a ranked list of potential diagnoses. It highlights key risk factors, offers probability-based assessments, and provides evidence-based reasoning to provide clinicians with the diagnostic information they need to devise an appropriate treatment pathway, applying their clinical judgment.

What sets XR-AI apart?

- ✓ **Enhanced Diagnostic Accuracy** - **XR-AI** identifies subtle health indicators with unparalleled precision, reducing your dependency on costly, fallible clinical staff.
- ✓ **Faster, Smarter Healthcare** - Quicker diagnosis saves your patients money and gives clinicians more time to focus on treatment.