

PPIT ASSIGNMENT 2

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Q1- What were the mistakes made by the iGate management made while terminating Mr. Murthy?

Mr. Murthy's termination from iGate raises multiple potential areas of concern where management may have erred. These concerns include the failure to adhere to Mr. Murthy's employment agreement, which specified conditions for termination and could result in legal disputes if not followed. Mishandling of public relations during the dismissal of a high-profile executive could damage the company's reputation due to media scrutiny. Additionally, inconsistencies in the enforcement of reporting relationship policies within iGate may raise questions about selective policy application in Mr. Murthy's case. Insufficient legal guidance in the termination process could lead to legal issues, and the absence of transparent communication when letting go of an executive may give rise to disputes. Finally, the potential presence of bias, retaliation, or other improper motives behind the termination could become a significant concern if proven.

Q2- On what ground Mr. Murthy go to the court against the acquisition of Breach of Agreement?

Mr. Murthy's legal claims against iGATE encompass several key areas, including the violation of his employment agreement where he asserted that iGATE breached the agreement by potentially mishandling his termination and not upholding the stipulated terms of his employment and associated severance and compensation. He also alleged a breach of the stock option agreement, particularly concerning his vested stock options, contending that iGATE's actions prevented him from accessing what he believed was rightfully his. Furthermore, Mr. Murthy raised allegations of a breach of good faith and fair dealing, suggesting that iGATE did not act in a just and equitable manner during his termination, which could be a significant concern. Lastly, he sought compensation for the damage to his personal and professional reputation caused by iGATE's public statements, indicating that he believed the company's actions had a detrimental impact on his standing.

Q3- a. Write down three points from each side, specifically safeguarding their interest.

MK Private's Interests:

- 1. Guaranteeing Abundant Project Workload:** MK Private is in pursuit of a substantial volume of projects to be executed by SlowFastians (SFs), serving their rapid prototyping needs and sustaining their operational efficiency.
- 2. Price Competitiveness:** MK Private is focused on cost management by providing rates that align with those found on freelancing platforms such as Upwork, a vital factor for their economic stability.
- 3. Dedication to Quality Control:** MK Private is dedicated to upholding the quality of their work, especially in the domain of UX design, to ensure that their prototypes are both effective and aligned with their established standards.

Interests of SlowFastians:

- 1. Maintaining Experienced Staff:** SFs aim to keep their UI/UX designers and team members with valuable skills to uphold consistency and deliver high-quality services. An excessive turnover rate could detrimentally affect the quality of their services.
- 2. Broadening Skill Diversity:** SFs seek to broaden the range of skills within their team to address MK Private's concerns regarding the quality of UX design. They aim to have a blend of seasoned and new designers with different skill sets.
- 3. Flexibility in Growth:** SFs necessitate the ability to adapt their team size to meet MK Private's substantial project requirements while ensuring the quality of their work remains intact. This adaptability enables them to effectively cater to MK Private's needs.

b. Mention one point that was initially included by the MK and then amended by the SF. Highlight conflict of interest along with the amendments (use Ensign case for SLA)

Initially, MK Private might have included a provision mandating that SFs meet stringent project deadlines, which could pose challenges due to the variable availability of freelancers and junior team members within the SF team. This provision could have conflicted with SF's ability to maintain work quality, leading to the need for amendments. However

later SFs have proposed a more adaptable approach to project deadlines, permitting reasonable extensions when necessary, especially when facing difficulties in retaining experienced team members. This amendment aims to strike a balance between the requirement for timely project delivery and the objective of sustaining high-quality work.

c. The following point extracted from Enlighten. Prepare a similar point for the MK company on their behalf

Professionalism and Productivity Expectations for SF Personnel:

At SF, all staff members are held to the highest standards of professionalism and productivity. It is of utmost importance that the deadlines established by MK Private are given the highest priority. Design submissions must be comprehensive, well-structured, and of impeccable quality, with no room for compromise. SF bears the responsibility of conducting thorough background checks on all its employees to ensure a secure and efficient production process.

Applicability to All Associated Individuals:

This code of conduct extends to all individuals affiliated with SK, including vendors, subcontractors, and part-time employees. Compliance with the company's policies is obligatory. Stringent quality assurance measures will be consistently enforced, with a specific emphasis on delivering UI/UX designs that align with MK Private's exacting quality standards.