**Roll no:20K-0374  
PPIT Assignment 2  
BCS-7A**

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

Alleged Lack of Transparency: iGATE's management may not have been transparent in addressing any concerns or issues related to Mr. Murthy's behavior before the termination. This lack of transparency could have allowed alleged misconduct to persist without being properly addressed.

**Inconsistent Handling of Prior Allegations:** When Mr. Murthy faced similar allegations of sexual harassment in his previous role at Infosys Technologies, iGATE's management's decision to hire him without additional safeguards or oversight could be seen as inconsistent and a potential mistake. They may have overlooked his past history.

**Lack of Succession Plan:** The sudden termination of Mr. Murthy, who was considered a key contributor to iGATE's growth, suggests that the management did not have a clear succession plan in place. This oversight could be problematic for the company's future leadership and stability.

**Limited Communication with Employees:** The termination of a high-profile executive like Mr. Murthy can create uncertainty among employees. The management may not have effectively communicated with employees, addressed their concerns, and reassured them about the company's stability and future plans.

**Initiating a Costly Legal Dispute**: The decision to initiate a legal dispute with Mr. Murthy can be costly and lead to negative publicity. It suggests that the management did not pursue a more amicable or cost-effective resolution, such as negotiation or mediation, which could have been a more prudent approach.

**Potential Impact on Shareholder Confidence:** The termination and subsequent legal dispute can impact shareholder confidence. Shareholders may have concerns about the company's leadership and operations, potentially affecting the company's stock performance and overall reputation.

These points highlight some of the challenges and potential mistakes in how iGATE's management handled the termination of Mr. Murthy. The overall impact of these factors on the company's reputation, employee morale, and financial performance could have been significant.

**Q2. On what grounds Mr. Murthy goes to court against the acquisition of Breach of Agreement?**

Mr. Phaneesh Murthy went to court against iGATE for breach of agreement on the following grounds:

**Termination Without Justification:** Mr. Murthy contested his termination, asserting that iGATE had unjustifiably terminated his employment "for cause." He believed that iGATE lacked proper justification for his termination, which allowed the company to withdraw from its contractual obligations to him.

**Withholding Vested Stocks**: Mr. Murthy claimed that iGATE had withheld his vested stocks, which were valued at about $18.3 million. He considered these stocks his life savings, and he had not sold them based on the board's request not to sell, as it would send a negative signal.

**Severance Payments: I**n addition to the vested stocks, Mr. Murthy argued that he was entitled to receive severance payments, which iGATE was withholding.

**Monthly Medical Benefits:** Mr. Murthy claimed entitlement to monthly medical benefits of $6,000 for 15 years as part of his severance package.

**Defamation:** Mr. Murthy also sought compensation for the damage caused to his reputation by repeated defamatory statements made by iGATE to iGATE investors and the public. He alleged that these statements had harmed his personal and professional reputation.

Mr. Murthy's legal action against iGATE revolved around these key points, primarily relating to the termination, the withholding of benefits, and the alleged defamation of his character. This legal dispute focused on whether iGATE's actions were in breach of their agreement and whether Mr. Murthy was entitled to the benefits and compensation he claimed.

**Q3. You established a company SlowFastians SFs and got a SLA signed with a US based client named MK Private. You have to provide them UI and UX design for rapid prototyping jobs. The MK private shares the prototype design and getsthe screens developed by UI/UX developers from all around the world. The MK does not offer higher rates than work available on Upwork like freelancers’ sites, however, they tend to offer a high number of projects to SFs. The retention of human resources is getting tough and therefore your company SFs tend to work with freelancers, early career starters, and new bees. Now the customer care department of MK is reporting a few complaints about the quality of the work mentioning particularly the UX part.**

**A.Safeguarding Interests - Three Points Each:**

**SlowFastians (SF) Perspective:**

**Resource Retention**: SF aims to retain their experienced UI/UX developers. They want provisions in the SLA to provide continuous skill development, competitive compensation, and career advancement opportunities to retain their valuable resources.

**Diversity in Skill Set:** SF recognizes the need to diversify their team's skill set. In the SLA, they want to introduce cross-training and upskilling provisions, allowing their team to gain expertise in various design tools, methodologies, and emerging UX trends.

**Scalability**: SF anticipates variations in project volumes. They want the SLA to include clauses allowing them to scale their team flexibly, potentially onboarding freelancers when workloads increase, with clear resource allocation and client approval processes.

**MK Private Perspective:**

**Quality Assurance:** MK Private is concerned about the quality of work, particularly in the UX part. They want the SLA to include robust quality assurance measures, with clearly defined milestones, checkpoints, and acceptance criteria to ensure consistent high-quality work.

**Adherence to Deadlines:** MK Private has time-sensitive projects and wants strict adherence to project timelines. The SLA should specify delivery timelines and penalties for any delays to meet their rapid prototyping needs.

**Cost Efficiency:** While MK Private doesn't offer higher rates than freelancers' sites, they aim for cost efficiency and predictability. They want the SLA to outline cost structures, cost control mechanisms, and performance metrics to ensure they receive value for their investment while keeping costs controlled.

**B.** **Point Initially Included by MK and Amended by SF - Conflict of Interest:**

Initially, MK Private may have included a strict conflict of interest clause, requiring Ensighten to manage conflicts transparently, disclose potential conflicts, and commit to acting in the best interests of the client. SF, in response, may have amended this clause to ensure a more balanced approach, emphasizing transparent conflict resolution, clear disclosure, and a commitment to acting in the client's best interests. The final agreement would likely reflect a compromise between safeguarding both parties' interests while maintaining transparency in conflict management.

**C**. **Similar Point for MK - Ensuring Personnel Knowledge:**

5.1: Understanding of MK's Business and Technology: Ensighten personnel shall be knowledgeable about MK Private's business, technology, and systems. They must understand how Ensighten's products and services can be effectively integrated and used in connection with MK's business, systems, and technology. Ensighten's engagement of subcontractors will not relieve Ensighten of its obligations under this agreement. All Ensighten personnel must conduct themselves professionally and courteously. They shall adhere to MK's rules, regulations, policies, and programs regarding vendor, visitor, employee, and contractor conduct. Ensighten is responsible for performing background checks on all its employees and subcontractors. Ensighten is also responsible for any acts or omissions of its employees and subcontractors. Upon MK's reasonable request, Ensighten shall consult, cooperate with, and assist MK and MK's agents, suppliers, vendors, contractors, and providers in integrating products or services provided by Ensighten with MK's systems and technology.