**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.

**Understanding the Complaints:** First, you need to gather specific details about the complaints from the customer care department of MK Private. Find out what issues or shortcomings in the UX design have been reported. This will help you pinpoint the areas that need improvement.

**Assessing the Quality Issue:** Assess the validity of the complaints by reviewing the work that has been delivered to MK Private. Compare it with the agreed-upon SLA and the quality standards that were expected.

**Evaluation of Current Resources:** Evaluate the skills and experience of the UI/UX developers working on the projects. Determine if there are any gaps in their expertise or if additional training is required to meet the client's expectations.

**Feedback Loops:** Establish a structured feedback loop with MK Private to ensure that you receive continuous feedback on the delivered work. This will help identify and address issues promptly.

**Skills Enhancement:** If the quality issues are related to the expertise of the team, consider providing additional training or resources to improve the skills of your UI/UX developers.

**Quality Assurance:** Implement a robust quality assurance process within your company to ensure that all work, especially the UX part, meets the highest standards before it is delivered to the client.

**Resource Retention:** Recognize that the retention of human resources is a challenge and may lead to working with freelancers and less experienced individuals. Consider ways to improve resource retention, such as providing better career development opportunities and competitive compensation.

**Client Expectations Alignment:** Ensure that there is a clear alignment of expectations between your company and MK Private.Make sure that the SLA and project scope are well-defined and that both parties have a shared understanding of the quality standards.

**Transparent Communication:** Maintain open and transparent communication with MK Private. Discuss the challenges and improvements you are implementing to address the reported quality issues.

**Continuous Improvement:** Implement a culture of continuous improvement within your organization. Regularly review your processes, tools, and training to ensure that your team can consistently deliver high-quality UX designs.

By addressing these aspects, you can work towards resolving the reported quality issues and maintaining a strong and productive relationship with MK Private. It is crucial to prioritize both client satisfaction and the development of your team to ensure the success of your business.

**Q4 A.**   
**SlowFastians (SF) Perspective:**

**Resource Retention**: SF is concerned about retaining their experienced UI/UX developers, given the competitive industry. To safeguard their interest, they may request clauses in the SLA that focus on providing continuous skill development opportunities to keep their team motivated and professionally growing. Additionally, they might seek competitive compensation packages to ensure that their valuable resources remain with the company.

**Diversity in Skill Set:** SF recognizes the importance of diversifying their team's skill set to better serve MK Private's needs. In the SLA, they may include provisions for cross-training and upskilling their team in various design tools, methodologies, and emerging UX trends. By doing so, they can offer a broader range of services, meeting MK's diverse requirements effectively.

**Scalability:** SF anticipates fluctuations in project volumes and the need for rapid scaling. To safeguard their interests, they could include SLA clauses that allow them to easily scale their team size up or down based on project demands. This may involve onboarding freelancers or contract resources when necessary. Clear resource allocation and client approval processes should also be defined in the SLA to maintain transparency and client involvement in the scaling process.

**MK Private Perspective:**

**Quality Assurance:** MK Private is concerned about the reported issues with the quality of work, especially in the UX part. To safeguard their interests, they may insist on well-defined quality assurance processes within the SLA. This could involve specifying milestones, checkpoints, and acceptance criteria for the work delivered. Such provisions help ensure that SF consistently meets MK's high-quality standards.

**Adherence to Deadlines:** MK Private has time-sensitive projects, and safeguarding their interests includes ensuring that SF meets strict project timelines. The SLA might include clauses that clearly define project delivery timelines and penalties for any delays. This ensures that SF can meet MK's rapid prototyping needs effectively.

**Cost Efficiency:** While MK Private may not offer higher rates than freelancers' sites, they still aim for cost efficiency. In the SLA, they could outline cost structures, performance metrics, and cost control mechanisms. This helps ensure that they receive value for their investment in SF's services while keeping the cost predictable and controlled.

These points from both SF and MK Private highlight their specific interests and concerns in the SLA, ensuring that the agreement serves the mutual benefit of both parties and helps maintain a successful business relationship.

**Q4B**. 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 Ensighten case for SLA)

In the Ensighten case for the SLA, one point initially included by MK Private might have been related to the handling of potential conflicts of interest. MK Private may have wanted a strict clause in the SLA regarding how Ensighten should manage conflicts of interest to ensure that their interests as a client are always prioritized.

The conflict of interest clause could have included provisions such as requiring Ensighten to disclose any potential conflicts, not engaging in any activities that could compromise their commitment to MK Private, and establishing a clear process for resolving conflicts in favor of the client.

However, Ensighten might have proposed amendments to this clause to ensure a more balanced approach. These amendments could involve specifying that conflicts of interest would be managed transparently, with clear disclosure and a commitment to act in the best interests of the client. This way, they aim to strike a balance between safeguarding their own interests as a service provider and addressing MK Private's concerns about potential conflicts.

The final agreement would likely reflect a compromise that ensures transparency and fairness in managing conflicts of interest while still allowing Ensighten to operate effectively.

**Q4C**. The following point extracted from Ensighten. Prepare a similar point for the MK company on their behalf.

MK Private expects that its service provider, Ensighten, will ensure that its personnel possess a comprehensive understanding of MK Private's business, products, and services, as well as the systems and technology used by MK Private. Furthermore, Ensighten personnel should have the expertise to effectively integrate and utilize Ensighten's products and services in conjunction with MK Private's business, systems, and technology.

MK Private acknowledges that Ensighten may engage subcontractors in its service delivery; however, this shall not absolve Ensighten of any of its obligations under this agreement. All Ensighten personnel, including subcontractors, shall uphold professional and courteous conduct throughout their engagement.

When on the premises of MK Private, Ensighten's employees and permitted subcontractors will adhere to all rules, regulations, policies, and programs that MK Private may have in place regarding vendor, visitor, employee, and contractor conduct. Ensighten shall be responsible for conducting both civil and criminal background checks on all of its employees and subcontractors.

MK Private places the responsibility on Ensighten for any actions or omissions of its employees and subcontractors in the course of service delivery. When reasonably requested by MK Private, Ensighten shall engage in consultations and cooperation to assist MK Private, its agents, suppliers, vendors, contractors, and service providers who may be delivering products or services that interact with or are influenced by the products and services provided by Ensighten.

This provision ensures that Ensighten's service delivery aligns with MK Private's specific requirements, business operations, and compliance standards. It emphasizes the importance of knowledge, professionalism, and cooperation to achieve successful outcomes.