**Assignment No 2**

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Q no 1.

Ans. In the intricate situation surrounding Mr. Murthy's termination at iGate, the management made several key missteps, which include:

1. Lack of Effective Reporting Mechanisms: One critical issue was the absence of a reliable system for promptly reporting relationships with subordinates, which could have enabled early intervention.
2. Unclear Employment Contracts: The employment contracts may not have sufficiently detailed what actions would justify a "for cause" termination and the associated consequences, leading to legal complications.
3. Inadequate Contingency Planning: The subsequent fallout, including a sharp drop in the company's stock price and the loss of a significant contract, suggests a lack of strategic foresight and preparedness for handling such crises.
4. Unmet Post-termination Commitments: It appears that there were unfulfilled promises regarding Mr. Murthy's stock options and benefits, contributing to disputes and legal challenges.
5. Flawed External Communication Strategy: The defamation lawsuit implies that iGate's public communication approach could have been more carefully crafted to mitigate reputational damage.
6. Insufficient Legal Preparedness: Considering Mr. Murthy's history, a more robust legal strategy might have been advisable to proactively address potential harassment claims.
7. These missteps highlight the intricate challenges faced by iGate's management during and after Mr. Murthy's termination.

Q no 2. Why did Mr. Murthy contest the termination in court for Breach of Agreement?

Mr. Phaneesh Murthy initiated legal proceedings against iGATE, alleging a breach of agreement on several fronts:

1. Termination Without Justification: Mr. Murthy contested his dismissal, arguing that iGATE had terminated his employment "for cause" without proper justification. He contended that this lack of adequate justification allowed iGATE to evade its contractual obligations to him.
2. Withholding Vested Stocks: Mr. Murthy asserted that iGATE had retained his vested stocks, which had an estimated value of approximately $18.3 million. He regarded these stocks as his life savings and had refrained from selling them based on the board's advice not to do so, as it could send a negative signal.
3. Severance Payments: In addition to the vested stocks, Mr. Murthy claimed that he had the right to receive severance payments, which iGATE was allegedly withholding.
4. Monthly Medical Benefits: Mr. Murthy insisted on his entitlement to monthly medical benefits amounting to $6,000 per month for 15 years, as part of his severance package.
5. Defamation: Mr. Murthy also sought compensation for the harm inflicted on his reputation due to iGATE's repeated defamatory statements made to iGATE investors and the public. He contended that these statements had a detrimental impact on his personal and professional standing.

Mr. Murthy's legal action against iGATE centered around these critical issues, particularly concerning his termination, the retention of benefits, and the alleged damage to his reputation. The dispute revolved around whether iGATE's actions constituted a breach of their agreement and whether Mr. Murthy was entitled to the benefits and compensation he claimed.

Q no 3. You established a company SlowFastians SFs 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 gets the 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 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 complains about the quality of the work mentioning particularly the UX part. The SF owns have a few challenges including retention, introducing diversity in their skill set and scaling their team size. Recently MK signed a SLA with SF.\*

A. Write down three points from each side, specifically safeguarding their interest.

Ans. For MK Private:

1. Performance Criteria: MK Private will establish specific benchmarks for UI/UX quality and put in place a regular evaluation system with consequences for non-compliance.
2. Delivery Assurance: MK Private may define minimum delivery expectations to ensure a consistent workflow. They might also offer incentives for early completion and address penalties for delays.
3. Protection of Intellectual Property: To safeguard their unique designs and concepts, MK Private will insist on assurances that their intellectual property is shielded from unauthorized use or reproduction.

For SlowFastians SFs:

1. Resource Adaptability: SFs will request acknowledgment of their ability to manage a flexible workforce, including freelancers and junior developers, to dynamically handle their resource requirements.
2. Compensation Framework: SFs will aim for a compensation structure that aligns with market rates and the complexity of the tasks. They will also seek provisions for project-based bonuses.
3. Quality Dispute Resolution: SFs will strive for a fair process to address quality disputes, ensuring they have an opportunity to rectify any issues before facing penalties.

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 Ensighten case for SLA)

Ans. In the beginning, MK Private may have incorporated a clause requiring that all UI/UX work be exclusively handled in-house by full-time SFs employees to maintain stringent quality control. This, however, conflicted with SFs' operational model, which relies on a versatile combination of freelancers and junior professionals. To resolve this conflict, SFs would have proposed an amendment to the clause, permitting the engagement of approved subcontractors, as long as SFs retained complete responsibility for both the quality and timely delivery of the work.

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

In the provision of UI/UX design services, SlowFastians SFs' staff must possess a deep understanding of MK Private's business requirements, project scopes, and the relevant technological platforms for which the designs are intended. SFs' utilization of subcontractors must not compromise their responsibility to deliver services that meet the quality standards outlined in this Agreement. Whether they are direct employees or subcontractors, all personnel are expected to maintain professionalism and adhere to MK Private's operational policies when interacting with MK's systems or premises. SFs bears the responsibility for ensuring that all team members, including subcontractors, undergo the necessary background checks and commit to upholding the integrity and confidentiality of MK Private's information. SFs also commits to active collaboration with MK Private's internal teams and other service providers to ensure the smooth integration and utilization of UI/UX designs in alignment with MK Private's business operations and objectives.