

Assignment No. 2 (PPIT)

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Start date: 28th Oct 2023

Submission date: 2nd Nov 2023

Note: Plagiarism is strictly not allowed, 25% Marks will be deducted in 12 hrs late, 50% deduction within 24 hrs. No marks for submitting after 24 hrs.

Q1. What were the mistakes made by the iGate management made while terminating Mr. Murthy? 10 Points

Q2. On what ground Mr. Murthy go to the court against the acquisition of Breach of Agreement? 10 Points

Q3. 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. 10 Points
- 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 Ensignten case for SLA) 10 Points
- C. The following point extracted from Ensignten. Prepare a similar point for the MK company on their behalf. 10 Points

5.1 Manner of Providing Services Ensignten personnel shall be knowledgeable about the products and services of Ensignten, the business of the Customer, the systems and technology used by the Customer, and the means by which the Ensignten products and services can be best integrated and used by the Customer in connection with Customer's business, systems, and technology. Ensignten's engagement of subcontractors shall not in any respect whatsoever relieve Ensignten of any of its obligations under this Agreement. All Ensignten personnel shall conduct themselves in a professional and courteous manner. To the extent they are provided to Ensignten in advance in writing, or are posted at the facilities of Customer, when on the premises of the Customer, Ensignten's employees and permitted subcontractors shall be subject to all the rules, regulations, policies, and programs that the Customer may have in effect from time to time regarding vendor, visitor, employee, and contractor conduct. Ensignten shall be responsible for performing civil and criminal background checks on all of its employees and subcontractors. Ensignten shall be responsible for any and all acts or omissions of its employees and subcontractors. As may be reasonably requested by Customer, Ensignten shall consult and cooperate with, and assist Customer and Customer's agents, suppliers, vendors, contractors, and providers who are providing products or services to Customer that may be used with or affected by any products or services provided by Ensignten.