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 Ensighten case for SLA) 10 Points

1. The following point extracted from Ensighten. Prepare a similar point for the MK company on their behalf. 10 Points

Manner of Providing Services Ensighten personnel shall be knowledgeable about the products and services of Ensighten, the business of the Customer, the systems and technology used by the Customer, and the means by which the Ensighten products and services can be best integrated and used by the Customer in connection with Customer's business, systems, and technology. Ensighten's engagement of subcontractors shall not in any respect whatsoever relieve Ensighten of any of its obligations under this Agreement. All Ensighten personnel shall conduct themselves in a professional and courteous manner. To the extent they are provided to Ensighten in advance in writing, or are posted at the facilities of Customer, when on the premises of the Customer, Ensighten'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. Ensighten shall be responsible for performing civil and criminal background checks on all of its employees and subcontractors. Ensighten shall be responsible for any and all acts or omissions of its employees and subcontractors. As may be reasonably requested by Customer, Ensighten 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 Ensighten.

**Claude Answer:**

Here are the detailed answers to the questions:

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

- Lack of transparency and poor communication - The management did not properly communicate the reasons for termination to Mr. Murthy. They cited "non-performance" without providing specifics.

- Lack of due process - Mr. Murthy was terminated abruptly without following proper disciplinary procedures. As a senior executive, he should have been given warnings, a chance to improve, and due process.

- No severance or transitional support - Considering Mr. Murthy's long tenure, the company should have provided reasonable severance pay and transitional support.

- Public humiliation - The manner of termination - having security escort him out - was humiliating for someone of his stature. This could have been handled more gracefully.

- Lack of alignment at leadership level - There appeared to be misalignment between the CEO, Board and HR in handling the situation smoothly.

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

- Violation of employment agreement: Mr. Murthy may have had an employment contract that was breached by his abrupt termination without cause. He can claim wrongful termination.

- Lack of severance pay: His contract may have mandated severance pay which he did not receive.

- Damage to reputation: The manner of termination damaged his reputation, which the company failed to protect.

- Stress and emotional distress: The humiliating way of termination may have caused immense stress which should be compensated.

- Loss of future income: Mr. Murthy can claim that the termination prevented him from gainful employment and resulted in loss of future income.

So in summary, Mr. Murthy can claim breach of contract, wrongful termination, violation of employment terms, lack of severance, reputation loss and emotional distress due to the acquisition.

Q3.

A. Three points safeguarding each party's interest:

MK Private:

- Quality standards and metrics for work must be established. SLAs regarding turnaround time, revisions required, etc.

- Intellectual property rights and confidentiality for prototype designs must be protected contractually.

- Communication protocols for feedback, reviews, delays should be established.

SlowFastians:

- Payment terms, timelines, milestones should be defined clearly to manage cash flow.

- Liability for work done by freelancers should be limited appropriately.

- Work assignment and staffing autonomy should lie with SlowFastians based on skills and availability.

B. One point amended by SlowFastians:

Original (MK Private): Unlimited liability for all work done by subcontractors/freelancers hired by SlowFastians.

Amended (SlowFastians): Limitation of liability clause added - "SlowFastians will not be liable for any damages beyond 3 times the payment for the concerned project, arising out of subcontractor's work. Due diligence will be done in selecting subcontractors."

C. SLA point safeguarding MK Private's interest:

"SlowFastians shall ensure that its personnel allocated to MK Private's projects are adequately trained and experienced with MK's business, processes, systems and technology. SlowFastians will endeavor to maintain continuity of core team members working on MK's projects for optimal outcomes."

**BARD ANSWER:**

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

**There were several mistakes made by the iGate management while terminating Mr. Murthy, including:**

**Not following the company's termination policy. The company's termination policy required that Mr. Murthy be given a written notice of termination and a severance package. However, iGate management did not follow this policy.**

**Not providing Mr. Murthy with a reason for his termination. iGate management did not provide Mr. Murthy with a reason for his termination, which made it difficult for him to defend himself.**

**Retaliating against Mr. Murthy for whistleblowing. Mr. Murthy had complained about unethical behavior at iGate, and his termination was seen as retaliation for this whistleblowing.**

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

**Mr. Murthy went to court against the acquisition of Breach of Agreement on the grounds that the acquisition was not in the best interests of the company and its shareholders. Mr. Murthy argued that the acquisition was being made at a price that was too low and that it would not benefit the company's shareholders.**

**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.**

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

**MK Private:**

**High-quality UI/UX design: MK Private wants to ensure that the UI/UX design work that SlowFastians provides is of high quality and meets their specific needs.**

**On-time delivery: MK Private wants SlowFastians to deliver the UI/UX design work on time and within budget.**

**Intellectual property ownership: MK Private wants to own the intellectual property rights to the UI/UX design work that SlowFastians provides.**

**SlowFastians:**

**Fair compensation: SlowFastians wants to be compensated fairly for the UI/UX design work that they provide to MK Private.**

**Reasonable turnaround times: SlowFastians wants to have reasonable turnaround times for the UI/UX design work that they provide to MK Private.**

**Recognition and attribution: SlowFastians wants their work to be recognized and attributed to them.**

**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).**

**Initially included by MK:**

**MK Private has the right to subcontract the UI/UX design work to other companies.**

**Amended by SF:**

**MK Private must obtain SlowFastians' prior written consent before subcontracting the UI/UX design work to other companies.**

**Conflict of interest:**

**The original clause that gave MK Private the right to subcontract the UI/UX design work to other companies created a conflict of interest for MK Private. This is because MK Private could have subcontracted the work to companies that would have charged lower rates, even if those companies provided lower-quality work. The amended clause that requires MK Private to obtain SlowFastians' prior written consent before subcontracting the work helps to mitigate this conflict of interest.**

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

**Ensighten:**

**All Ensighten personnel shall conduct themselves in a professional and courteous manner.**

**MK Private:**

**All MK Private employees and subcontractors who work on SlowFastians projects shall conduct themselves in a professional and courteous manner.**

**This clause helps to ensure that all parties involved in the relationship between MK Private and SlowFastians will treat each other with respect.**

**Conclusion**

**It is important for both parties to a service level agreement (SLA) to carefully consider their interests and to negotiate an agreement that is fair and equitable to both parties. The SLA should be specific and detailed, and it should clearly define the**