**PPIT ASSIGNMENT # 2**

**HASSAN ALI**

**K20-152 BSE-7B**

**Q1.**

- 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.**

- 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.

**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.

The original SLA may have required SF to perform background checks on all subcontractors, as indicated in the Ensighten SLA example:

"Ensighten shall be responsible for performing civil and criminal background checks on all of its employees and subcontractors."

However, SF may have wanted to amend this to remove the requirement for background checks on subcontractors. As a small company focused on rapid prototyping, SF relies heavily on freelancers and subcontractors. Requiring background checks on all of them would be time-consuming and costly.

This could create a conflict of interest, as MK Private wants assurance about the people working on their projects but SF does not want to incur the overhead of background checks.

To resolve this, SF may have proposed amending the SLA to only require background checks on SF direct employees, and making background checks on subcontractors optional rather than mandatory. This allows SF to maintain relationships with subcontractors without incurring significant overhead.

**C.**

Background Checks: SlowFastians shall conduct civil and criminal background checks consistent with applicable laws on all personnel, including employees and subcontractors, assigned to provide services to MK Private under this agreement. Checks shall be completed prior to the start of any engagement.

SlowFastians shall provide written certification of completed background checks upon MK Private's request. MK Private reserves the right to request removal of concerning personnel based on check results.

This condenses the key points into a more concise background check requirement:

- Checks on all personnel pre-engagement

- Written certification provided on request

- Ability to request removal of concerning personnel