

Q1) iGate's management initially claimed that Phaneesh Murthy was terminated for violating company policies related to his relationship with a subordinate employee. However, there were allegations that the company knew about this relationship for an extended period before taking action. The lack of transparency and consistency in communication with shareholders and employees could be seen as a mistake, as it created confusion and doubt regarding the true reasons for the termination.

It's critical that whatever employee relationship policy that iGate may have had implemented be implemented consistently throughout the company. Concerns were raised regarding the selective implementation of the policy and the authenticity of the "for cause" termination in response to allegations that the corporation was aware of the relationship but only took action after it had already happened.

Employees at iGate were worried about the company's future after Phaneesh Murthy's abrupt termination. iGate was greatly dependent on his vision and leadership. The organization suffered from the loss of a large outsourcing arrangement and managerial uncertainty after his departure. Another possible error was the absence of a defined succession plan or a transition strategy.

Q2) Murthy went to court against iGate because Murthy said that his employment agreement with iGate was violated. He maintained that his termination was illegal and did not follow the terms of his employment agreement. He claimed that by firing him, the organization had broken the terms of the contract, and as a result, he sought damages for this supposed breach.

Murthy also accused iGate of breaching the stock option agreement he had with the company. He claimed that iGate improperly withheld over 500,000 vested stocks valued at around \$18.3 million. According to Murthy, these stocks were part of his compensation and represented his "life savings."

Murthy also claimed that iGate's actions were not in good faith.

Murthy claimed in his lawsuit that iGate had misled him with false promises. As part of his severance agreement, he claimed that the organization agreed to allow him to keep his vested stocks and to speed up the expiration schedule for his unvested stock options. However, the corporation had not lived up to these promises.

By publicly announcing the grounds for his departure and defending the company's conduct, Murthy claimed that iGate had defamed him.

Murthy sought compensation for wages he believed he was entitled to receive after his termination. This included his monthly medical benefits, which he claimed he was entitled to for 15 years.

Q3)

a) SlowFastians side:

1. SFs will conduct regular usability testing with end-users to validate the effectiveness of the UI and UX designs. Designers within SFs will follow industry best practices, such as accessibility guidelines, responsive design principles, and user-centered design methodologies.
2. SFs commit to providing adequate resources to meet MK Private's project demands. This may involve increasing the team size temporarily during high-demand periods.

3. SFs will conduct quarterly performance evaluations and reviews with MK Private to discuss project outcomes and address any concerns or areas for improvement.

MK Privates side:

1. MK Private expects SFs to include designers from diverse backgrounds, such as those with experience in different industries, cultures, and user demographics.
2. MK Private will provide opportunities for collaboration with other industry experts to further enrich the skill set of SFs' design teams.
3. Incentives will be tied to quarterly performance evaluations, encouraging SFs to maintain and continuously improve the quality of their services.

b) In the Enshigten case for the Service Level Agreement (SLA), MK initially included a strict clause dictating the frequency and method of reporting any system downtime incidents. The original clause required immediate notification from Enshigten (SF) to MK in the event of any system downtime, specifying a report within 30 minutes of identification of the issue.

The conflict of interest emerged due to the impracticality of the immediate reporting requirement by Enshigten. The nature of technical issues often required in-depth analysis and diagnosis before providing a detailed report. SF proposed an amendment to extend the reporting timeline from 30 minutes to 2 hours after the identification of the system downtime. This amendment aimed to provide a more reasonable timeframe for accurate assessment and reporting of system issues, ensuring a more comprehensive and accurate evaluation of the incidents without compromising on prompt communication. The conflict centered around balancing the need for immediate updates with the necessity for thorough analysis before reporting, ensuring more accurate incident evaluation and resolution. In the Enshigten case for the Service Level Agreement (SLA), MK initially included a strict clause dictating the frequency and method of reporting any system downtime incidents. The original clause required immediate notification from Enshigten (SF) to MK in the event of any system downtime, specifying a report within 30 minutes of identification of the issue.

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c) SF Company personnel shall possess a comprehensive understanding of SF Company's products and services, as well as a deep familiarity with the nature of the customer's business operations, the systems and technology employed by the customer, and the most effective methods for integrating and utilizing SF Company's products to serve the customer's business objectives, systems, and technology. The engagement of subcontractors by SF Company, if any, shall not relieve SF Company of its primary obligations as stipulated in this agreement. All SF Company personnel shall uphold high standards of professionalism and courtesy in their interactions with the customer and its representatives. When on the premises of the customer, SF Company's employees and authorized subcontractors will adhere to the customer's established rules, regulations, policies, and programs

related to conduct, which shall be provided to SF Company in writing in advance or made available at the customer's facilities. SF Company will take responsibility for conducting thorough civil and criminal background checks on all its employees and subcontractors to ensure compliance with the customer's security and safety requirements. This measure will enhance the overall safety and security of the collaborative efforts between SF Company and the customer.

