



Oslo 7 November 2025

Initial Assessment

Individual vs. Telenor ASA / Telenor Pakistan

The National Contact Point for Responsible Business Conduct (NCP) contributes to the resolution of issues that arise relating to the implementation of the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (the Guidelines) in specific instances. The objective of an Initial Assessment is to determine whether the issues raised in the specific instance merit further examination. If so, the NCP will offer or facilitate access to consensual and non-adversarial procedures, such as dialogue or mediation ('good offices') to the parties.

The NCP has at this stage made no determination as to whether the company has acted consistently with the Guidelines. As specific instances are not legal cases and NCPs are not judicial bodies, NCPs cannot impose sanctions, directly provide compensation nor compel parties to participate in a mediation.

Contents

1. Substance of the submission	2
2. Response from the enterprise	2
3. Proceedings of the NCP	3
4. Initial assessment by the NCP	3
5. Conclusion	4

1. Substance of the submission

1. On 28 May 2025, the Norwegian NCP received an individual complaint from a former employee of Telenor Pakistan (TP), a wholly owned subsidiary of Norwegian Telenor ASA regarding a retention plan set up in relation to a potential sale of TP to a third party. The plan for selling TP was publicly announced on 13 December 2023.
2. In December 2023, a retention bonus was offered to a number of selected employees starting from date of the employee's acceptance of the offer and until the closing of the sales transaction of TP, with an initially expected conclusion in December 2024, according to the submission. This is not, however, specified in the retention plan. The retention plan states that in case of voluntary resignation, or termination of services for regular causes during the retention period, the full amount of paid bonus will be adjusted from the final settlement and/or will be recoverable from the employee.
3. The complainant accepted the offer of joining the retention plan on 18 December 2023.
4. The sales transaction of TP has as of 26 August 2025 not been completed, pending approval by Pakistani authorities.
5. In the submission, the complainant argues that TP should update the retention plan in line with the extended merger timeline, provide the impacted employees with an option to opt out or renegotiate and acknowledge that the lack of this constitutes an adverse impact on employee rights in the sense that already received retention bonus would have to be repaid if leaving before the closure of the sale of TP.
6. In the submission, the complainant considers the current situation to represent breaches of the Guidelines' provisions on human rights and employment.

2. Response from the enterprise

7. The NCP received the company's response on 15 August 2025 and followed up with additional information as per a request from the NCP on 25 August 2025.
8. The retention bonus, offered to a selected group of employees, was disbursed up front. Almost all targeted employees accepted it, and around 17% have left TP since December 2023, refunding the paid-out bonus in line with the terms in the agreement.
9. The complainant resigned from TP on 3 April 2025 and left the company on 3 June. On 29 April, following a request from the complainant, the company informed that the agreed retention plan was valid until the closing of the sales of TP, without any specific date mentioned.

10. The company disagrees with the complainant's allegations of having caused or contributed to adverse human rights impacts or misleading employees, stating among other things the following:
 - The retention program offered was voluntarily agreed by the complainant and constitutes a legally binding agreement, based on consensus between both parties.
 - The retention program is in line with the framework set by the Guidelines, and the participating employee is only asked to refund what had been disbursed by the company up-front, i.e., is in no worse position than if he/she had declined to enter the agreement in the first place.
 - There has been no breach of the agreement from TP's side
 - Telenor has not communicated any specific expected deadline for sales transactions, and the current delays are outside Telenor's control.
11. In June 2025, after the complainant had left the company, TP decided to roll out an updated version of the retention program, including a clause where TP voided its right to claw back after 31 December 2025.
12. In its response to the NCP, Telenor affirms that it will respect the process should the NCP consider that the case merits further consideration.

3. Proceedings of the NCP

13. The complaint was received on 2 May 2025 and shared with the company on 17 June 2025. Following the first response from the company on 15 August 2025, both parties were asked to provide the actual text of the retention plan in question. Identical texts were received from both parties by 25 August 2025.
14. The draft Initial Assessment was shared with both parties before being finalised on 7 November 2025 and subsequently published on the website of the NCP and submitted to the OECD Database of Specific Instances.

4. Initial assessment by the NCP

15. The OECD Guidelines are recommendations from governments to multinational enterprises operating in or from adhering countries. They are addressed to all the entities within the multinational enterprise (parent companies and/or local entities). According to the Guidelines, issues should primarily be dealt with by the NCP of the country in which the issues have arisen. As Pakistan is not an Adherent to the Guidelines, and the parent company is based in Norway, the Norwegian NCP deems that it is the correct entity to handle the submission.
16. Telenor ASA is a multinational enterprise based in Norway with subsidiaries in several countries, including its wholly owned subsidiary Telenor Pakistan.

17. The NCP considers that the complainant has legitimate interests in the matters raised in this specific instance. The complainant is a former employee of TP and there is a clear link between the issues raised in the submission and the company.
18. The complaint refers to Chapter IV (Human Rights) and V (Employment and Industrial Relations) of the Guidelines without referring to any specific provisions. It argues that the agreed remuneration scheme should be modified to take into account that that sales period was extended beyond the deadline anticipated by “everyone”, namely December 2024. And that the lack of this consist a non-observance of the Guidelines, according to the complaint Without making any assessment of the possible impact of this on the situation for the complainant, the NCP does not find this to fall within the scope of chapters IV and V in the Guidelines, given that the contract was an offer to a selected number of employees, with freedom to accept or reject it.
19. The NCP considers this to be a potential legal dispute between an individual employee and the employer. Thus, the NCP does not consider that a further examination of this Specific Instance would contribute to resolve the issue nor to fulfil the purposes and effectiveness of the Guidelines.

5. Conclusion

The NCP has decided to reject the submission. In making this assessment, the NCP has made no determination as to whether the company has observed the Guidelines.