**DISMISSAL**

(To be delivered in person or mailed by registered post)

Place/date:...................................………..……….

Name and adress:................................................................................................………….……….

You are hereby dismissed from your position with ...................................................................……

with termination date: ..................................................................................................……………

The reason for dismissal is: ……..................................................................................……………

(The employee is not entitled to have the grounds for dismissal listed unless requested.)

If the reason for dismissal is due to the company’s scope of work, and you have been employed with the company for at least 12 months within the last two years prior to the date of dismissal, you have a preferential right to reemployment should a position which you are qualified for become available within 12 months following the date of dismissal, confer Section 14-2 of the Norwegian Working Environment Act.

Should you claim that your employment was illegally terminated, you may demand negotiations and institute legal proceedings pursuant to the provisions of Section 17-1 of the Working Environment Act, confer Sections 17-3 and 17-4.

The demand for negotiations must be submitted in writing no later than two weeks after the dismissal notice was received. You have the right to remain in your post as long as the negotiations are in progress, confer Section 15-11.

Legal proceedings must be instituted within eight weeks from the conclusion of the negotiations. If no negotiations have been held, the legal proceedings must be instituted within eight weeks of the dismissal. Should you demand only compensation, legal proceedings must be instituted within six months of the dismissal.

If the legal proceedings have been instituted within eight weeks of the conclusion of the negotiations or from the time the dismissal took place and before the expiry of the notice period, you may continue in your post until the case has been decided by final and enforceable judgment. The same applies if, before the expiry of the notice period, you inform us in writing that legal proceedings will be instituted within the eight-week time limit. This does not apply if the court decides that you are to leave your post while the case is in progress. Should the dismissal take place during an agreed trial period, you will as a general principle not have the right to remain in your post.

The correct defendant in any lawsuit (usually the employer) is:

………………………………………………………………..............................……………….

Regards

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Company Received:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Employer