

Disability Sample Clauses

Disability

If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations to the Executive, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive and/or the Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Company and its affiliated companies and their families.

OR

Disability

It shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six (6) consecutive months, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.

OR

Disability.

The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any

reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Disabilities Act, FRN

OR

Disability.

If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; provided, however, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.