

(2) *Standby payloads.* (i) For flights postponed more than six months prior to the beginning of the negotiated one-year period, NASA shall renegotiate a new one-year period during which launch will occur. No additional fee will be imposed.

(ii) For flights postponed six months or less prior to the beginning of the negotiated one-year period, the user shall reimburse NASA 5 percent of the user's flight price plus an occupancy fee according to the occupancy fee schedule set forth in appendix B.

(3) Postponement fees are payable upon receipt of NASA's billing therefor.

(4) Flights postponed will henceforth be treated as newly scheduled launches according to the reimbursement schedule. The number of months prior to launch will be taken as the total number or months between the date postponement is elected and the new launch date. Short term call-up options and associated fees shall apply.

(5) Minor delays (up to three days) caused by the users will not constitute a postponement. No fee will be charged for a minor delay.

(1) *Cancellations*—(1) *Non-standby payloads.* Users who cancel a flight more than one year before launch shall reimburse NASA 10 percent of the user's flight price. For a cancelled flight one year or less before launch, the user shall reimburse NASA 10 percent of the user's flight price plus an occupancy fee as set forth in appendix B.

(2) *Standby payloads.* (i) Users who cancel a flight more than six months prior to the beginning of the negotiated one-year period shall reimburse NASA 10 percent of the user's flight price.

(ii) For a flight cancelled six months or less prior to the beginning of the negotiated one-year period, the user shall reimburse NASA 10 percent of the user's flight price plus an occupancy fee as set forth in appendix B.

(3) Cancellation fees are payable upon receipt of NASA's billing therefor.

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#### § 1214.203 **Optional reflight guarantee.**

(a) If reflight insurance is purchased from NASA, NASA guarantees one reflight of:

(1) The launch and development of a free flying payload into a Shuttle compatible mission orbit if, through no fault of the user, the first launch and deployment attempt is unsuccessful and if the payload returns safely to earth or a second payload is provided by the user.

(2) The launch of an attached payload into its mission orbit if the first launch attempt is unsuccessful through no fault of the user, and if the payload returns safely to earth or a second payload is provided by the user.

(3) A launch of a Shuttle into a payload mission orbit for the purpose of retrieving a payload if the first retrieval attempt is unsuccessful through no fault of the user. This guarantee only applies if the payload is in a safe retrievable condition as determined by NASA.

(b) Reflight insurance is not applicable to payloads or upper stages placed into orbits other than the Shuttle mission orbit.

#### § 1214.204 **Patent and data rights.**

(a) When accommodating missions under this subpart, i.e., experimental science or experimental applications missions for ESA, ESA member states or Canada with no near-term commercial implications, NASA will obtain for U.S. Governmental purposes rights to inventions, patents and data resulting from such missions, subject to the user's retention of the rights to first publication of the data for a specified period of time.

(b) The user will be required to furnish NASA with sufficient information to verify peaceful purposes and to insure Shuttle safety and NASA's and the U.S. Government's continued compliance with law and the Government's obligations.

#### § 1214.205 **Revisit and/or retrieval services.**

These services will be priced on the basis of estimated costs. If a special dedicated Shuttle flight is required, the full dedicated price will be charged. If the user's retrieval requirement is