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.

§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 ensure 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 such that it can be accomplished on a scheduled Shuttle flight, he will only pay for added mission planning, unique hardware or software, time on orbit, and other extra costs incurred by the revisit.

§1214.206 Damage to payload.

The price does not include a contingency or premium for damage that may be caused to a payload through the fault of the U.S. Government or its