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מסלולי התמחות: א. הנדסת מבנים ב. ניהול הבנייה מרצה: פרופ"ח יגאל שוחט - igals@bgu.ac.il	ראש המחלקה: פרופ' רוברט לוי levyrob@bgu.ac.il	מזכירת המחלקה: רותי גלעד giladr@bgu.ac.il	הפקולטה למדעי התנדסה המחלקה להתנדסת בניין	אוניברסיטת בן-גוריון בנגב
	דיקן: פרופ' עודד רבינוביץ cvoded@tx.technion.ac.il מזכירות הדיקן deansecr@tx.technion.ac.il	מנהלת משרד הפקולטה: דליה הדן dalya@tx.technion.ac.il	הפקולטה להתנדסה אזרחית וסביבתית	הטכניון, מכון טכנולוגי לישראל, חיפה
	פרופ' ארנון בנטור bentur@tx.technion.ac.il	מזכירת היחידה: מימי ברקוביץ mimi@tdf.technion.ac.il קמפוס חיפה: מנהלת אלה בלינדמן ellab@tdf.technion.ac.il קמפוס שרונה תל אביב: מנהל עודד רביב odedr@technion.ac.il	היחידה ללימודי חוץ וללימודי המשך ע"ש עזריאל	
סגן דקן: פרופ' רבקה גילת rgilat@ariel.ac.il תעשייה וניהול (בנייה) - מרצה בכיר מומחה: ד"ר אמיר פרי- amirperry@ist.org.il	ראש המחלקה פרופ' יוסי פנחסי yosip@ariel.ac.il	ראש מינהל הפקולטה: עפרה מססה oframas@ariel.ac.il מזכירת המחלקה להתנדסה אזרחית: נעמי עקביא - neomia@ariel.ac.il	המחלקה להתנדסה אזרחית	אוניברסיטת אריאל בשומרון
דיקן ד"ר עיד רמי ramiei@sce.ac.il	ראש מחלקה - ד"ר דגן בקון-מזוז daganba@sce.ac.il ראש מחלקה - ד"ר ופא אליאס wafael@sce.ac.il	קמפוס בי"ש מזכירה - גב' מורן מזוז moranma@sce.ac.il קמפוס אשדוד – עוזרת מנהלית - סיוון שרביט sivansh@sce.ac.il	המחלקה להתנדסת בניין	המכללה האקדמית להתנדסה ע"ש סמי שמעון

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	<p>דיקן: פרופ' עווד רבינוביץ</p> <p>cvodded@tx.technion.ac.il</p> <p>מזכירות הדיקן</p> <p>deansecr@tx.technion.ac.il</p>	<p>מנהלת משד הפקולטה: דליה חדן</p> <p>dalva@tx.technion.ac.il</p>	<p>הפקולטה להנדסה אזרחית</p> <p>וסבבתית</p>	<p>הטכניון, מכון טכנולוגי לישראל, חפה</p>
	<p>פרופ' ארנון בנטור</p> <p>bentur@tx.technion.ac.il</p>	<p>מזכירת היחידה: מימי ברקוביץ</p> <p>mimomi@trdf.technion.ac.il</p> <p>קמפוס חיפה: מנהלת אלה בלינדרמן</p> <p>ellab@trdf.technion.ac.il</p> <p>קמפוס שרונה תל אביב: מנהל עווד רביב</p> <p>odedr@technion.ac.il</p>	<p>היחידה ללימודי חוג וללימודי המשך ע"ש עזריאל</p>	
<p>סגן דקן: פרופ' רבקה גילת</p> <p>rgilat@ariel.ac.il</p> <p>תעשייה וניהול (בנייה) - מרצה בכיר מומחה: ד"ר אמיר פרי- amirperry@ist.org.il</p>	<p>ראש המחלקה פרופ' יוסי פנטסי</p> <p>yosp@ariel.ac.il</p>	<p>ראש מנהל הפקולטה: עפרה מססה</p> <p>oframas@ariel.ac.il</p> <p>מזכירת המחלקה להנדסה אזרחית: נעמי עקיבא - neomia@ariel.ac.il</p>	<p>המחלקה להנדסה אזרחית</p>	<p>אוניברסיטת אריאל בשומרון</p>
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9.5 Indemnity. You agree to hold Adobe and any applicable Certification Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, by you or any third party that receives a document from you with a digital certificate, any service of such authority, including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement, or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates, or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

10. Limitation of Liability.

IN NO EVENT WILL ADOBE, ITS SUPPLIERS, OR CERTIFICATION AUTHORITIES BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, OR CLAIMS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS AND CERTIFICATION AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence or

for the tort of deceit (fraud). Adobe is acting on behalf of its suppliers and Certification Authorities for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

11. Export Rules.

You agree that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

12. Governing Law.

If you are a consumer who uses the Software for only personal non-business purposes, then this agreement will be governed by the laws of the state in which you purchased the license to use the Software. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan; or (c) Singapore, if a license to the Software is obtained when you are in a member state of the Association of Southeast Asian Nations, the People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan, or the Republic of Korea; or (d) England, if a license to the Software is obtained when you are in any jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this agreement, Adobe or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. The English version of this agreement will be the version used when interpreting or construing this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13. General Provisions.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which shall remain valid and enforceable according to its terms. This agreement shall not prejudice the statutory rights of any party dealing as a consumer. This agreement may only be modified by a writing signed by an authorized officer of Adobe. Updates may be licensed to you by Adobe with additional or different terms. This is the entire agreement between Adobe and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

14. Notice to U.S. Government End Users.

For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this agreement.

15. Compliance with Licenses.

If you are a business or organization, you agree that upon request from Adobe or Adobe's authorized representative, you will, within thirty (30) days, fully document and certify that use of any and all Software at the time of the request is in conformity with your valid licenses from Adobe.

16. European Union Provisions.

Nothing included in this agreement (including Section 4.5) shall limit any non-waivable right to decompile the Software that you may enjoy under mandatory law. For example, if you are located in the European Union (EU), you may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked Adobe in writing to provide the information necessary to achieve such interoperability and Adobe has not made such information available. In addition, such decompilation may only be done by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software or used for any other act which infringes Adobe or its licensors' copyright.

17. Specific Provisions and Exceptions.**17.1 Limitation of Liability for Users Residing in Germany and Austria.**

17.1.1 If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 10 does not apply. Instead, subject to the provisions in Section 17.1.2, Adobe's statutory liability for damages shall be limited as follows: (a) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (b) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

17.1.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

17.1.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and your computer data subject to the provisions of this agreement.

If you have any questions regarding this agreement, or if you wish to request any information from Adobe, please use the address and contact information included with this product or via the web at <http://www.adobe.com> to contact the Adobe office serving your jurisdiction.

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משרד האוצר
מינהל התכנון

נספח ב' – טופס הגשת מידע

1. פרטי מוסר המידע

שם המוסד האקדמי המציע	אוניברסיטת בן-גוריון בנגב
הפקולטה/המחלקה	הפקולטה למדעי ההנדסה/המחלקה להנדסת בניין
תכנית לתואר שני שפועלת בפקולטה/המחלקה	תואר מגיסטר M.Sc. בהנדסת בניין
התכנית הנ"ל פועלת מתאריך	10/2016
שם מוסר המידע	פרופסור חבר יגאל שוחט
תפקיד במוסד האקדמי ובפקולטה / המחלקה	ראש התכנית לניהול הבנייה
מספר ת"ז	055722409
כתובת	המחלקה להנדסת בניין, אוניברסיטת בן-גוריון בנגב ת.ד. 653 באר- שבע
מספר פקס	08-6479670
מספר טלפון נייד	052-5458665
דוא"ל	igals@bgu.ac.il

2. שאלות בבקשה למידע-

יש לסמן את התשובה המתאימה, לפרט ו/או לצרף מסמכים ככל שיש.

(1) האם ברצונך וביכולתך לקיים במוסדך תכנית ללימודי תואר שני (או לימודי המשך) בבקרה על תכן וביצוע הבנייה בשנת הלימודים הקרובה, תשע"ז ?

כן

אם ענית "כן" אז המשך לחלק א'

לא

אם ענית "לא" - עבור לחלק ב'

משרד האוצר מינהל התכנון

(5) על פי התקנות נדרש כי תכנית הלימודים תוכר גם על ידי RICS. האם יצרת קשר עם הארגון בעניין תכנית הלימודים המוצעת בבקרת מבנים במוסדך?
 כן (פרט)
 לא

(6) מנגנוני אבטחת איכות ההדרכה במוסד האקדמי (יש לסמן):
א. קיימת במוסד מערכת משובים ושימוש בהם ככלי לשיפור כן לא
ב. קיימת במוסד מערכת נהלי הדרכה כן לא

(7) צוות מורים לתכנית:
האם באפשרותך לקיים לימודי תואר שני בבקרה על תכן וביצוע הבנייה, ולהעמיד לצורך התכנית את צוות המורים הנדרש?
 לא - יש להסביר היתכנות להשגת המרצים הנחוצים:
 כן, יש לי מרצים בנושאים הנדרשים, כמסומן להלן:

א. מרצים עם ניסיון של מעל 3 שנים במתן הרצאות בתוכניות לתואר שני במקצועות-

- תכן מבנים
- בקרת תפקוד מבנים
- בקרת ואבטחת איכות בנייה
- בטיחות מבנים
- ניהול סיכונים בבנייה
- פתולוגיה של מבנים
- פיסיקת הבנייה

ב. מרצים עם ניסיון מעשי (מהפרקטיקה) בתכן מבנים או בבקרת ליקויי בנייה-

- ניסיון של 1-5 שנים
- ניסיון של 5-8 שנים
- מעל 8 שנות ניסיון

ג. מרצים בעלי הכרה בינלאומית מ-RICS -

- ניסיון של 1-5 שנים
- ניסיון של 5-8 שנים
- מעל 8 שנות ניסיון

