

Change & Variation Finder

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DOCUMENT RELATIONSHIP SUMMARY

Document	Apparent purpose	Revision / date evidenced	Apparent authority	Evidenced relationship / hierarchy
agreement.docx	Core service agreement for ongoing maintenance services between Acme Co and Bright Path Consulting	Revision not stated; effective date not provided in the supplied extract	Appears to be the bilateral baseline contract document between the named parties	Acts as the baseline document for this review based on content and the later amendment's wording
amendment.pdf	"Acme Co Service Agreement - Amendment 1" updating certain terms of the original Service Agreement	Amendment number evidenced as "Amendment 1"; effective date is referenced but the actual date is not visible in the supplied extract	Appears to be the bilateral amending instrument for the same agreement	Explicitly revises the "original Service Agreement" and states "All other terms of the original Service Agreement remain in full effect and are not affected by this amendment." This is the only explicit hierarchy/supersession statement evidenced
deliverables.xlsx	Deliverables schedule listing service items, frequency, owner and notes	No revision, issue date, approval status or signatory evidenced	Operational/service schedule only on the available evidence	No explicit evidence that it is incorporated into agreement.docx or amendment.pdf; no precedence status can be verified

Established hierarchy

1. agreement.docx is the apparent contractual baseline.
2. amendment.pdf expressly amends agreement.docx and preserves all other original terms unless revised.
3. The contractual status of deliverables.xlsx **cannot be verified** from the supplied evidence.

Important missing references

- Executed / complete
agreement.docx
showing:
 - effective date,
 - clause numbering,
 - any schedules or documents incorporated by reference,
 - any service level / termination clauses in full.
- Complete
amendment.pdf
showing:
 - the missing effective date,
 - execution/signature evidence,
 - clause references for each revised term.
- Any document showing that
deliverables.xlsx
is:
 - contractually incorporated,
 - issued under change control,
 - approved by Acme Co,
 - or priced/accepted as revised scope.

EXECUTIVE SUMMARY

Total material findings: 8

- HIGH: 2
- MEDIUM: 5
- LOW: 1

Overall position

The baseline is most clearly established by agreement.docx, with amendment.pdf providing an explicit formal modification path for selected commercial terms. The document set shows:

- **Confirmed commercial changes** in amendment.pdf to payment timing, liability cap and notice period versus agreement.docx.
- **A material evidentiary gap** because the amendment's effective date is not visible in the supplied extract, so the start date of the revised terms cannot be fully verified.
- **Potential scope creep / variation exposure** in deliverables.xlsx, which tightens performance requirements and adds service content beyond agreement.docx, but without any evidenced contractual incorporation.

HIGH findings

- **CHG-002:** Liability cap increased from \$50,000 to \$75,000 in amendment.pdf compared with agreement.docx, materially increasing Bright Path Consulting's commercial exposure.
- **CHG-008:** deliverables.xlsx adds "Third-party penetration test included" to the annual security audit, which is a potentially significant added cost/scope item not evidenced as incorporated into the contractual baseline.

DETAILED REGISTER

ID	RISK	STATUS / TYPE	REQUIREMENT OR ISSUE	SOURCE REFERENCE(S)	FINDING	PRACTICAL IMPACT	RECOMMENDED ACTION	WHEN
CHG-001	MEDIUM	CONFIRMED / MODIFIED COMMERCIAL	Payment term changed from 30 days to 45 days from invoice receipt	agreement.docx - extracted payment term: "Invoices are payable within 30 days of receipt"; amendment.pdf - extracted change: "Invoices are now payable within 45 days of receipt, revised from the original 30-day term"	amendment.pdf expressly changes the cashflow position against the baseline in agreement.docx. The change itself is clear, but the amendment commencement date is not evidenced in the supplied extract.	Adverse working-capital impact for Bright Path Consulting; AP/payment administration must align to the revised term if validly effective.	Obtain the executed amendment showing effective date, then update the contract particulars, invoice assumptions and cashflow forecast to the operative payment term.	IMMEDIATE
CHG-002	HIGH	CONFIRMED / MODIFIED COMMERCIAL	Liability cap increased from \$50,000 to \$75,000 in any 12-month period	agreement.docx - extracted liability clause: "The Supplier's total liability under this agreement shall not exceed \$50,000 in any 12-month period"; amendment.pdf - extracted change: "The Supplier's total liability is increased to \$75,000 in any 12-month period"	amendment.pdf materially increases supplier exposure compared with the baseline. This is a substantive commercial change. Effectivity still depends on the missing amendment date/ signature evidence.	Higher uninsured / retained risk, possible need for insurance review, approval escalation and pricing/risk allowance reassessment.	Confirm execution/ effective date of the amendment and perform an immediate commercial-risk and insurance review against the increased cap.	IMMEDIATE
CHG-003	MEDIUM	CONFIRMED CHANGE / COMMERCIAL-DATE	Notice period increased from 60 days to 90 days , but exact baseline clause mapping is not fully evidenced	agreement.docx - extracted contract term: "12 months from the effective date, renewing automatically unless either party gives 60 days' notice"; amendment.pdf - extracted change: "Either party may terminate this agreement with 90 days' written notice, revised from 60 days"	A longer notice period is clearly intended in amendment.pdf. However, the supplied baseline extract ties the 60-day period to renewal/non-renewal wording, so the exact clause being revised cannot be fully verified from the extracts alone.	Longer lock-in / exit period; risk of missed notice window; possible ambiguity whether the 90 days applies to termination generally, renewal/non-renewal, or both.	Review the full executed agreement and amendment together, confirm the exact notice mechanism revised, and update the contract notice tracker.	BEFORE CONTRACT AWARD
CHG-004	MEDIUM	UNCLEAR / DATE & AUTHORITY	Amendment effective date is referenced but not visible	amendment.pdf - "effective from the date below" but "date below is not shown in this chunk"	The amendment contains substantive commercial changes, but the supplied evidence does not show the effective date. Current operative terms therefore cannot be fully verified.	Uncertainty over which payment, liability and notice terms currently apply; risk of misadministration and dispute.	Obtain the complete signed amendment, including date and execution page, and place it under controlled contract records.	IMMEDIATE
CHG-005	LOW	UNCLEAR / ADDED PERFORMANCE CRITERION	Monthly maintenance report now has a specific delivery timing: by the 5th working day	agreement.docx - deliverable: "Monthly maintenance report"; deliverables.xlsx -	deliverables.xlsx adds a specific timing criterion not stated in agreement.docx. This may	Minor programme/admin impact if treated as binding; potential dispute over late delivery against a	Confirm whether deliverables.xlsx is contractually incorporated; if yes, add the report issue	BEFORE MOBILISATION

				Maintenance report note: "Delivered by the 5th working day"	be harmless operational detail, but contractual status is not evidenced.	date not shown in the baseline contract.	date requirement to the controlled service schedule.	
CHG-006	MEDIUM	UNCLEAR / MODIFIED PERFORMANCE	Support acknowledgement target tightened from 4 business hours to 2 business hours	agreement.docx - response time: "The Supplier will acknowledge all support requests within 4 business hours"; deliverables.xlsx - Support response note: "Target: acknowledge within 2 business hours"	deliverables.xlsx materially tightens the support response criterion versus agreement.docx. No evidence shows that this tighter SLA has been formally incorporated or priced.	Higher staffing / coverage demand, potential service-credit or performance dispute exposure if the 2-hour target is treated as binding.	Confirm whether the 2-hour target is approved contractual scope or internal aspiration; if contractual, issue formal change control with resource/cost assessment.	BEFORE MOBILISATION
CHG-007	MEDIUM	UNCLEAR / ADDED SCOPE	Quarterly system health review now includes performance benchmarking	agreement.docx - deliverable: "quarterly system health review"; deliverables.xlsx - System health review note: "Includes performance benchmarking"	deliverables.xlsx adds a substantive content requirement not stated in the baseline agreement. Incorporation and pricing are not evidenced.	Additional analytical effort, tooling/data effort and possible acceptance debate about what benchmarking must contain.	Confirm whether benchmarking was agreed as added scope; if accepted, define deliverable content and any price/time adjustment in writing.	BEFORE DESIGN FREEZE
CHG-008	HIGH	UNCLEAR / ADDED SCOPE	Annual security audit now includes third-party penetration test	agreement.docx - deliverable: "an annual security audit"; deliverables.xlsx - Security audit note: "Third-party penetration test included"	This is a material expansion of scope beyond the baseline description in agreement.docx. It likely introduces third-party cost and procurement steps, yet no formal incorporation/change approval is evidenced.	Direct external cost, procurement lead time, test planning dependencies, security approvals and potential delay to audit completion/acceptance.	Do not assume this is included in baseline scope without written confirmation; obtain formal client instruction or agreed change order covering scope, price and programme.	BEFORE PROCUREMENT

MISSING INFORMATION

Related finding(s)	Missing item	Why needed
CHG-001, CHG-002, CHG-003, CHG-004	Complete executed amendment.pdf including effective date and signature page	To verify when the revised commercial terms became operative and whether the amendment is fully executed
CHG-003	Full notice / termination / renewal clauses from agreement.docx and clause references in amendment.pdf	To confirm precisely which 60-day obligation was revised to 90 days

CHG-005, CHG-006, CHG-007, CHG-008	Any clause, schedule index, purchase order, statement of work or change control record incorporating deliverables.xlsx	To establish whether the deliverables schedule is contractual baseline, approved change, or non-binding operational guidance
CHG-006, CHG-007, CHG-008	Pricing/resource impact assessment or approved variation for tighter SLA / benchmarking / third-party penetration test	To determine whether additional cost and programme implications were formally accepted

PRIORITISED ACTION REGISTER

PRIORITY	WHEN	RELATED FINDING(S)	ACTION	OWNER / PARTY TO CONFIRM
P1	IMMEDIATE	CHG-001, CHG-002, CHG-003, CHG-004	Obtain the complete executed amendment, verify effective date and clause mapping, and update the controlled contract summary for payment, liability and notice provisions	Contract Manager / Legal for Acme Co and Bright Path Consulting
P1	IMMEDIATE	CHG-002	Review insurance, delegated authority and commercial risk position against the increased liability cap of \$75,000	Bright Path Consulting commercial lead / insurer / legal
P1	BEFORE PROCUREMENT	CHG-008	Confirm whether the third-party penetration test is instructed/accepted contractual scope; if yes, issue formal change order including price, procurement route and lead times	Client representative and Supplier commercial manager
P2	BEFORE MOBILISATION	CHG-005, CHG-006, CHG-007, CHG-008	Confirm whether deliverables.xlsx is contractually incorporated; if yes, issue a controlled schedule or variation clarifying all added/tightened service requirements	Contract Manager / Service Delivery Manager
P2	BEFORE DESIGN FREEZE	CHG-006, CHG-007	Define measurable content for 2-hour acknowledgement and performance benchmarking, or remove them from contractual commitments if they were not approved	Service Delivery Lead and Client operational owner
P3	ONGOING	CHG-001, CHG-003, CHG-005	Maintain contract administration controls	PM / Contract Administrator

			for invoice timing, notice deadlines and periodic deliverable dates once the operative terms are confirmed	
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FINAL ASSESSMENT

For Change & Variation Finder purposes, the document set contains:

- 1. **One clear formal amendment path:** amendment.pdf explicitly revises agreement.docx, so the payment term, liability cap and notice period changes are genuine baseline changes rather than mere wording differences.
- 2. **One material evidence gap:** the amendment effective date is not visible, so the operative start date of those revised terms cannot yet be confirmed.
- 3. **One likely scope-creep source:** deliverables.xlsx introduces tighter performance and broader deliverable content than agreement.docx, but there is no evidenced incorporation into the contract. Those items should therefore be treated as **potential variation exposure or unapproved service escalation** unless and until formal change control is produced.

In summary, the principal contractual risk is not that changes are absent; it is that some are **formally amended but incompletely evidenced**, while others appear to be **service-level/scope enhancements without proven incorporation, pricing or programme adjustment**.

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