Scope Gap Finder

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DOCUMENT RELATIONSHIP SUMMARY

1. **agreement.docx**

- **Apparent purpose / role:** Original or base **service agreement** between **Acme Co** and **Bright Path Consulting** for ongoing maintenance services.
- **Revision / date:** No revision number or date is stated in the provided summary for **agreement.docx**.
- **Apparent relationship to other documents:**
  - Establishes the base service obligations later referenced and partly amended by **amendment.pdf**.
  - Contains the core recurring service obligations that also appear in **deliverables.xlsx**: monthly maintenance report, quarterly system health review, annual security audit, and support request acknowledgement.
- **Hierarchy / precedence:** No explicit order of precedence is stated in the provided summary for **agreement.docx**.
- **Uncertainty:** The provided extract does not show whether **deliverables.xlsx** is incorporated into, appended to, or subordinate to **agreement.docx**.

2. **amendment.pdf**

- **Apparent purpose / role: Amendment 1** to the original Service Agreement between **Acme Co** and **Bright Path Consulting**.

- **Revision / date:** Identified as **"Amendment 1"**; stated to be effective "from the date below," but the actual effective date is not visible in the provided text.
- **Apparent relationship to other documents:**
  - Expressly updates certain terms of the original Service Agreement.
  - States that all other original terms remain in full effect.
- **Hierarchy / precedence:** For the clauses it changes, **amendment.pdf** appears to supersede the original Service Agreement. No broader order of precedence is stated beyond that.
- **Uncertainty:**
  - The effective date is missing from the provided text.
  - The original Service Agreement is referenced but not identified in the extract by date or version, although **agreement.docx** appears likely to be that base agreement.

3. **deliverables.xlsx**

- **Apparent purpose / role:** A **deliverables register / service schedule** listing recurring outputs, frequencies, owners, and notes/conditions.
- **Revision / date:** No revision number or date is stated in the provided summary for **deliverables.xlsx**.
- **Apparent relationship to other documents:**
  - Operationally aligns with the service themes in **agreement.docx**, but adds detail not visible in **agreement.docx**.
  - Introduces tighter or additional service expectations for support acknowledgement, report timing, benchmarking content, and security audit scope.
- **Hierarchy / precedence:** No explicit hierarchy or incorporation wording is available in the provided summary.
- **Uncertainty:** It is not possible from the available material to confirm whether **deliverables.xlsx** is contractually binding, an internal tracker, or a supplementary schedule.

Overall hierarchy assessment

- The only explicit relationship stated in the provided documents is that **amendment.pdf** modifies the original Service Agreement and leaves other original terms unchanged.
- No explicit order of precedence can be established between **agreement.docx** and **deliverables.xlsx** from the available material.
- This lack of confirmed incorporation / precedence materially affects interpretation of the deliverable-level discrepancies identified below.

EXECUTIVE SUMMARY

- **Total material findings identified: 9**
- **By risk: [HIGH] 4 / [MEDIUM] 4 / [LOW] 1**
- **By type:**
  - **MISSING:** 0
  - **PARTIAL:** 2
  - **CONFLICT:** 1
  - **EXCLUSION:** 0
  - **RESPONSIBILITY GAP:** 0
  - **CHANGE / VARIATION:** 4
  - **MISSING INFORMATION:** 2

Overall alignment assessment

- The documents are **partially aligned at a high level**: both **agreement.docx** and **deliverables.xlsx** refer to the same core service outputs, and **amendment.pdf** clearly functions as a later contractual change instrument.
- However, the document set contains
  material scope-definition and contract-administration weaknesses
  :
  1. the contractual status and precedence of **deliverables.xlsx** is not established;
  2. **deliverables.xlsx** appears to add tighter service levels and broader deliverable content than **agreement.docx**;
  3. **amendment.pdf** changes material commercial terms, but the **effective date is missing** from the provided text.

[HIGH] risk findings

- **GAP-001** — No confirmed incorporation / precedence between **agreement.docx** and **deliverables.xlsx**, leaving multiple deliverable-level obligations potentially unenforceable or disputed.
- **GAP-003** — **amendment.pdf** effective date is missing, so the start date for revised payment, liability, and termination terms cannot be confirmed.

- **GAP-004** — **amendment.pdf** increases the liability cap to **$75,000 in any 12-month period**, creating material commercial exposure that must be reflected in risk approval and administration.
- **GAP-002** — **deliverables.xlsx** expands the annual security audit to include a **third-party penetration test**, which is a potentially material scope and cost increase relative to **agreement.docx**.

Findings requiring immediate action regardless of risk

- **GAP-001** — confirm document incorporation and precedence immediately.
- **GAP-003** — obtain the executed effective date for **amendment.pdf** immediately.
- **GAP-005** — resolve the 4-hour versus 2-hour support acknowledgement requirement before SLA measurement or performance reporting.
- **GAP-008** — confirm and implement amended payment terms before the next invoice cycle once the amendment effective date is verified.

SCOPE GAP REGISTER

ID	RISK	TYPE	REQUIREMENT / ISSUE	SOURCE DOCUMENT & REFERENCE	COVERAGE / CONFLICTING DOCUMENT & REFERENCE	FINDING	RECOMMENDED ACTION	WHEN
GAP-001	[HIGH]	MISSING INFORMATION	Contractual status and precedence of **deliverables.xlsx**	**agreement.docx** — no hierarchy stated in provided summary; **deliverables.xlsx** — recurring deliverables schedule with added notes/conditions	**deliverables.xlsx** rows for Support response, Maintenance report, System health review, Security audit	The available material does not establish whether **deliverables.xlsx** is contractually incorporated into **agreement.docx**, nor which document governs if they differ. This affects enforceability of the 2-hour response target, 5th working day report deadline, performance benchmarking, and third-party penetration test.	Formally confirm whether **deliverables.xlsx** is incorporated into the service agreement or amendment, and issue a documented order of precedence / controlled document list.	IMMEDIATE
GAP-003	[HIGH]	MISSING INFORMATION	Effective date of **Amendment 1**	**amendment.pdf** — "effective from the date below" (actual date not shown in provided text)	**agreement.docx** original terms remain relevant until amendment effective date is confirmed	The amendment clearly changes payment, liability, and termination terms, but the start date of those revised terms cannot be verified from the available	Obtain the executed amendment or signature page showing the effective date, then update the contract summary and administration records	IMMEDIATE

						extract. This creates immediate contractual and administration uncertainty.	accordingly.	
GAP-004	[HIGH]	CHANGE / VARIATION	Liability cap increased to **$75,000 in any 12-month period**	**amendment.pdf** — liability clause summary: “The Supplier's total liability is increased to $75,000 in any 12-month period”	Original Service Agreement referenced in **amendment.pdf**; unchanged original terms otherwise remain in effect	This is a material commercial risk change. Even though it is stated in **amendment.pdf**, it materially increases supplier exposure and may affect internal approvals, insurance alignment, and commercial risk assumptions. Applicability timing also depends on **GAP-003**.	Confirm the operative liability cap, check insurance / risk approval against the amended exposure, and update the contract risk register.	IMMEDIATE
GAP-002	[HIGH]	CHANGE / VARIATION	Annual security audit scope appears expanded to include a **third-party penetration test**	**deliverables.xlsx** — row “Security audit”; notes: “Third-party penetration test included”	**agreement.docx** — Supplier responsible for “an annual security audit”	**agreement.docx** requires an annual security audit, but **deliverables.xlsx** adds a specific third-party penetration test requirement not visible in the agreement summary. This may represent a material scope increase, added cost, specialist subcontracting, and changed acceptance expectations.	Confirm whether the third-party penetration test is contractual scope, a later enhancement, or an internal target. If contractual, formalise scope, price, programme, and acceptance criteria by amendment/variation.	BEFORE PROCUREMENT / BEFORE NEXT ANNUAL AUDIT
GAP-008	[MEDIUM]	CHANGE / VARIATION	Payment term changed from **30 days** to **45 days from receipt**	**amendment.pdf** — “Invoices are now payable within 45 days of receipt,” revised from original 30-day term	Original Service Agreement as referenced in **amendment.pdf**	This is a clear commercial change. It may be properly amended, but it still needs to be reflected in invoice wording, payment forecasting, and accounts payable controls. Its operative start date depends on **GAP-003**.	After confirming the amendment effective date, update invoicing instructions, finance systems, and cash-flow assumptions to the 45-day term.	BEFORE NEXT INVOICE CYCLE
GAP-005	[MEDIUM]	CONFLICT	Support acknowledgement time is **4 business hours** versus **2 business hours**	**agreement.docx** — Supplier to acknowledge all support requests “within 4 business hours”	**deliverables.xlsx** — row “Support response”; notes: “Target: acknowledge within 2 business hours”	The service response requirement is inconsistent across the documents. Without confirmed precedence, Bright Path Consulting could be measured against either a 4-hour contractual requirement or a 2-hour operational target. This	Agree one definitive acknowledgement SLA, state whether it is contractual or target-only, and revise the controlled document set to remove the discrepancy.	IMMEDIATE / BEFORE SLA REPORTING

						creates KPI and acceptance ambiguity.		
GAP-006	[MEDIUM]	PARTIAL	Monthly maintenance report timing	**agreement.docx** — Supplier responsible for a "monthly maintenance report"	**deliverables.xlsx** — row "Maintenance report"; notes: "Delivered by the 5th working day"	The core deliverable aligns across both documents, but the required delivery date appears only in **deliverables.xlsx**. The obligation is therefore only partially aligned across the document set, and it is unclear whether the 5th working day is a binding contractual deadline or an internal service target.	Confirm whether the 5th working day deadline is contractual. If yes, amend the governing scope documentation; if not, classify it clearly as an internal performance target.	BEFORE NEXT REPORTING CYCLE
GAP-007	[MEDIUM]	PARTIAL	Quarterly system health review content	**agreement.docx** — Supplier responsible for a "quarterly system health review"	**deliverables.xlsx** — row "System health review"; notes: "Includes performance benchmarking"	The base deliverable aligns, but **deliverables.xlsx** appears to add performance benchmarking content not visible in **agreement.docx**. This may alter the level of analysis, effort, and acceptance basis expected from the quarterly review.	Define the required content of the quarterly system health review, including whether performance benchmarking is mandatory contractual scope.	BEFORE NEXT QUARTERLY REVIEW
GAP-009	[LOW]	CHANGE / VARIATION	Termination notice changed from **60 days** to **90 days' written notice**	**amendment.pdf** — "Either party may terminate this agreement with 90 days' written notice," revised from 60 days	Original Service Agreement as referenced in **amendment.pdf**	This is a formal contractual change with lower immediate operational impact than the liability and payment changes, but it still affects exit planning, renewal timing, and notice procedures.	Update contract administration records and any renewal / termination process notes to the 90-day notice period.	ONGOING / BEFORE ANY TERMINATION OR RENEWAL DECISION

MISSING OR REFERENCED DOCUMENTS

1. **Executed / signed version of Amendment 1 showing the effective date**

- **Referenced by: amendment.pdf** ("effective from the date below")
- **Could affect findings: GAP-003, GAP-004, GAP-008, GAP-009**
- **Why material:** Needed to confirm when revised commercial terms became operative.

2. **Definitive identification of the original Service Agreement referenced in Amendment 1**

- **Referenced by: amendment.pdf** ("original Service Agreement")
- **Could affect findings: GAP-003, GAP-004, GAP-008, GAP-009**
- **Why material:** The amendment extract does not identify the original agreement by date/version in the provided text. **agreement.docx** appears likely to be that document, but the linkage is not expressly evidenced in the extract provided.

3. **Any incorporation clause, appendix, schedule, or issue transmittal making deliverables.xlsx contractually binding**

- **Referenced by:** Not expressly referenced in the provided summaries; required to establish document status
- **Could affect findings: GAP-001, GAP-002, GAP-005, GAP-006, GAP-007**
- **Why material:** Needed to determine whether the spreadsheet is contractual scope, a service-level schedule, or an internal operational tracker only.

RESPONSIBILITY & DEPENDENCY SUMMARY

Immediate contract-administration dependencies

- **Acme Co contract owner**
  and
  Bright Path Consulting commercial lead
  should jointly confirm the governing document set and whether

deliverables.xlsx
is contractually incorporated.
  - **Relevant findings: GAP-001, GAP-005, GAP-006, GAP-007**

- The same parties should obtain and record the executed effective date of
  amendment.pdf
  .
  - **Relevant findings: GAP-003, GAP-004, GAP-008, GAP-009**

Before procurement / specialist engagement

- If the “third-party penetration test included” note in
  deliverables.xlsx
  is contractual,
  Bright Path Consulting
  will likely depend on a specialist third-party provider and may require client acceptance of added cost/programme implications.
  - **Relevant findings: GAP-002**

Before next invoice / payment cycle

- **Acme Co finance / accounts payable**
  and
  Bright Path Consulting invoicing administration
  need aligned implementation of the amended 45-day payment term once the amendment date is verified.
  - **Relevant findings: GAP-003, GAP-008**

Before next service reporting cycle

- **Bright Path Consulting**
  remains the stated owner of all recurring service deliverables in
  deliverables.xlsx
  , but the exact performance standard still requires confirmation for:
  - support acknowledgement timing,
  - maintenance report submission date,
  - system health review content.
  - **Relevant findings: GAP-005, GAP-006, GAP-007**

Ongoing governance

- The revised liability and termination terms in
  amendment.pdf
  should be maintained in the contract risk register and administration controls.
  - **Relevant findings: GAP-004, GAP-009**

ITEMS REQUIRING CLARIFICATION

1. **Is deliverables.xlsx contractually incorporated into the service agreement, and if so what is its precedence relative to agreement.docx?**

- **Relevant finding: GAP-001**
- **Needed to resolve:** Whether the spreadsheet's tighter/additional obligations are binding.

2. **Is the “third-party penetration test included” note in deliverables.xlsx intended as contractual scope or an operational enhancement?**

- **Relevant finding: GAP-002**
- **Needed to resolve:** Cost, subcontracting, acceptance criteria, and whether a variation is required.

3. **What is the executed effective date of amendment.pdf?**

- **Relevant finding: GAP-003**
- **Needed to resolve:** When the revised payment, liability, and termination terms took effect.

4. **What is the approved commercial / insurance basis for the amended $75,000 liability cap?**

- **Relevant finding: GAP-004**
- **Needed to resolve:** Whether the amended exposure has been formally accepted and insured.

5. **Is the 2-business-hour support acknowledgement in deliverables.xlsx a KPI target or the governing contractual service level?**

- **Relevant finding: GAP-005**
- **Needed to resolve:** Performance measurement and non-compliance risk.

6. **Is the “5th working day” maintenance report date a binding contractual deadline?**

- **Relevant finding: GAP-006**
- **Needed to resolve:** Whether late delivery would constitute contractual non-performance.

7. **Is performance benchmarking mandatory content for the quarterly system health review?**

- **Relevant finding: GAP-007**
- **Needed to resolve:** Scope, effort, deliverable content, and acceptance basis.

PRIORITISED ACTION REGISTER

PRIORITY	WHEN	RELATED FINDING(S)	ACTION	OWNER / PARTY TO CONFIRM
1	IMMEDIATE	GAP-001, GAP-005, GAP-006, GAP-007	Issue a formal controlled document list confirming whether **deliverables.xlsx** is incorporated and defining precedence between the agreement, amendment, and deliverables register.	Acme Co contract owner / Bright Path Consulting commercial lead
2	IMMEDIATE	GAP-003, GAP-004, GAP-008, GAP-009	Obtain the executed **Amendment 1** showing the effective date and confirm the exact base agreement being amended; update the contract summary and admin records.	Acme Co contract owner / Bright Path Consulting commercial lead
3	IMMEDIATE	GAP-004	Review the amended **$75,000 liability cap** against internal approvals, insurance cover, and risk allocation; record acceptance or escalate for approval.	Bright Path Consulting commercial/risk lead
4	IMMEDIATE / BEFORE SLA REPORTING	GAP-005	Agree a single support acknowledgement SLA and specify whether any tighter response time is contractual or KPI-only.	Acme Co service manager / Bright Path Consulting service manager
5	BEFORE NEXT INVOICE CYCLE	GAP-008	Implement the amended **45-day payment term** in invoicing and accounts payable processes once the effective date is confirmed.	Acme Co finance / Bright Path Consulting finance
6	BEFORE NEXT REPORTING CYCLE	GAP-006	Confirm whether the monthly	Acme Co service manager / Bright Path

			maintenance report must be delivered by the **5th working day** and update the governing documentation accordingly.	Consulting service manager
7	BEFORE NEXT QUARTERLY REVIEW	GAP-007	Define the required content of the quarterly system health review, including whether performance benchmarking is mandatory.	Acme Co technical owner / Bright Path Consulting service lead
8	BEFORE PROCUREMENT / BEFORE NEXT ANNUAL AUDIT	GAP-002	Confirm whether the annual security audit includes a third-party penetration test; if yes, formalise scope, budget, programme, and acceptance criteria.	Acme Co contract owner / Bright Path Consulting commercial and technical leads
9	ONGOING / BEFORE ANY TERMINATION OR RENEWAL DECISION	GAP-009	Update notice procedures and contract summaries to reflect the **90-day termination notice** period.	Acme Co contract administrator / Bright Path Consulting contract administrator

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SCOPE RISK SUMMARY

The document set shows **broad service-level alignment** but **insufficient control of detail and change**. The core maintenance obligations are consistent across **agreement.docx** and **deliverables.xlsx**, and **amendment.pdf** clearly functions as a later change instrument. However, the absence of a confirmed hierarchy between the agreement and the deliverables spreadsheet, together with the missing effective date of the amendment, creates material ambiguity in both operational scope and commercial administration.

The principal exposure areas are:

- **document precedence / incorporation risk**;
- **unconfirmed scope expansion** for the annual security audit;
- **commercial risk changes** arising from the amended liability cap;
- **administrative misalignment** on payment terms, notice period, and service-level expectations.

Overall, the documents **do not appear fully aligned or fully controlled**. They contain **material scope discrepancies and contractual ambiguities requiring resolution**, rather than minor housekeeping clarifications only. The underlying service arrangement appears stable, but the current documentation should not be treated as fully robust until the identified high-risk issues are formally resolved.
