OpenAI for Chile: what the memorandum says and what it leaves open

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On Monday, November 16, Chile's Minister of Science, Ximena Lincolao, and OpenAI CEO Sam Altman signed a memorandum of understanding in California called "OpenAI for Chile".

The Ministry did not provide the text when the press requested it. On November 17, BioBioChile published a three-page copy. This piece is based on that copy.

What it is

It is a cooperation framework, not a contract. It does not purchase services, award anything or grant OpenAI exclusivity. The text itself says so.

It has three lines of work: exploring OpenAI tools in the Ministry of Science's administrative processes, training public servants and supporting Chilean AI startups.

It was signed before Chile has its own rules. At the time of signing, Chile's framework bill on artificial intelligence systems was still in its second stage in the Senate. And the new personal data law, Law 21,719, was not yet in force: its entry into force was being postponed. Only the 1999 data law, Law 19,628, currently applies.

In other words, Chile signed an artificial intelligence agreement with one of the world's largest AI companies without an AI law and without its new personal data law in force.

What the agreement offers

- AI training for public servants, including verifying outputs, protecting sensitive information and keeping human oversight.
- Signing it costs the State nothing and does not oblige it to buy anything.
- It states that each project must define privacy, security and human oversight safeguards before it is implemented or expanded.

- The joint working group can only make recommendations. It cannot commit funds, modify contracts or approve access to products.
- The Ministry told the press that training will use open and synthetic data, with no personal data of citizens.

What the text leaves open

- **Who sets the priorities.** The Ministry and OpenAI will seek to agree on an initial plan identifying the State's priority agencies and use cases. La Tercera reported that, in the initial phase, the committee of Ministry and OpenAI representatives will define the priority entities and use cases. The text does not say how the commercial interest of a potential supplier in that process will be managed, nor does it require the minutes to be published.
- **Data.** It sets no conditions on using data to train models, where data is hosted or how long it is kept. The synthetic data commitment is a Ministry statement, not a clause in the text.
- **What is binding.** It declares itself non-binding, except for two clauses that are: communications and confidentiality. The communications clause requires prior written approval to speak publicly about the partnership, except where the law requires disclosure.
- **Costs.** Scope, pricing and payments are left to possible future agreements.
- **Exit rules.** It names no governing law or court, has no end date, and either party can terminate it with written notice.
- **Alternatives.** As of November 17, we found no public assessment comparing other options.

What the text says, word for word

- "priority entities and use cases": what the Ministry and OpenAI will seek to agree on in the initial plan. Clause 2, page 2.
- "representatives of the Ministry and OpenAI": who makes up the working group. Clause 2, page 2.
- "pricing, payment obligations": what is left to later agreements. Clause 2, page 3.
- "prior written approval": what is required to speak publicly about the partnership. Clause 3, page 3.
- "applicable public-transparency requirements": the exception that allows disclosure when the law requires it. Clause 5, page 3.

The context

- On November 16, California's attorney general sued OpenAI Foundation and OpenAI Group PBC over alleged safety failures while testing advanced models.
- On November 17, Oregon sued several companies, including OpenAI OpCo, LLC, the same entity that signed with Chile, over allegations about ChatGPT's safety for minors. These allegations are for the courts to decide.
- That same day, Chile's Congress sent the Executive a bill postponing its personal data law, Law 21,719.
- The United Kingdom published its memorandum with OpenAI on its official government website the same day it announced the signing.
- Lawmakers who have requested explanations as of November 17:
  - Senator Diego Ibáñez: asked the Ministry for the full memorandum, its annexes and the act approving it, and asked the Comptroller General to review its legality.
  - Deputy Gael Yeomans: formally asked the Minister and Undersecretary for the full text and whether OpenAI will have access to data, and for what purpose.
  - Deputy José Montalva: asked the Ministry for the text, its annexes and the legal and technical reports, and raised the cost of switching suppliers and digital sovereignty.
  - Deputy Daniela Serrano: publicly questioned signing the agreement while Congress is debating AI regulation and the postponement of the data law.
  - Deputy Daniel Manouchehri, chair of the Chamber's Science Committee: asked the Minister to explain the agreement at the next session, and she agreed to attend.

My reading

This agreement could be a real opportunity for public servants to learn to use AI with judgment.

But the decisions that shape a public purchase begin long before the contract. If a potential supplier helps define which problems are prioritized and how success is measured, it can influence what the State ends up looking for.

That is why transparency has to start now: who approves the priorities, how the supplier's commercial interest is managed, and what public record will remain of its recommendations.

> Training public servants on a tool is not the same as governing how they use it.

Sources

- "OpenAI for Chile" memorandum, copy published by BioBioChile: PDF
- BioBioChile, "Este es el acuerdo entre Lincolao y OpenAI", 11-17-2026: link
- BioBioChile, "Qué firmó Lincolao con OpenAI", 11-17-2026: link
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- La Tercera, "Ministerio de Ciencia y OpenAI se unen para capacitar en inteligencia artificial y modernizar los servicios del Estado", Arturo León, 11-17-2026, page 23.
- California Attorney General, lawsuit against OpenAI, 11-16-2026.
- Oregon Department of Justice, lawsuit against OpenAI, 11-17-2026.
- UK Government, memorandum with OpenAI published on GOV.UK, 07-21-2025.
