"OpenAI for Chile"
Non-Binding Memorandum of Understanding
Between

Ministry of Science, Technology, Knowledge and Innovation of the Republic of Chile

And

OpenAI OpCo, LLC

This Non-Binding Memorandum of Understanding (the "MoU") is entered into by and between:

OpenAI OpCo, LLC, represented by its duly authorized signatory identified below ("OpenAI"), and the Ministry of Science, Technology, Knowledge and Innovation of the Republic of Chile (Ministerio de Ciencia, Tecnología, Conocimiento e Innovación), represented by Ximena Lincolao, Minister of Science, Technology, Knowledge and Innovation (the "Ministry"), acting within its legal powers.

Each a "Participant" and together the "Participants." This MoU takes effect on the date of the last signature below (the "Effective Date").

1. Context & Purpose

Through this MoU, the Participants establish "OpenAI for Chile" as a framework for cooperation under OpenAI for Countries, supporting Chile's ambition to rethink how government works and delivers services through the safe and responsible adoption of artificial intelligence.

Its objectives are to improve public services, equip civil servants to use AI effectively and responsibly, explore support for technology infrastructure of the Ministry of Science, Technology, Knowledge and Innovation, and support Chile's local AI startup and innovation ecosystem. The Participants aim to develop practical approaches that can inform responsible public-sector adoption.

OpenAI's Frontier SI Capability Package, designated by Commerce as a priority full-stack export package, provides a foundation for this ambition. Through OpenAI for Countries, the Participants aim to translate Chile's national priorities into practical deployments, with opportunities across public services, healthcare, education, research and economic development to be explored through mutually agreed workplans and Definitive Agreements.

The Participants intend to combine access to technology with strategic planning, workforce training, responsible deployment and implementation support, helping Chile build lasting institutional capabilities to apply frontier AI to national priorities.

2. Program Architecture

Technological infrastructure

The Participants express their intention to explore the adoption of technology in processes related to administrative management, and, to that end, the Ministry may request OpenAI's support in the adoption of new models, as well as advice and training for Ministry personnel in their use. This statement reflects an intention to collaborate only and does not create any binding obligation for either Participant.

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Cooperation may draw on the OpenAI Frontier SI Capability Package, through which governments, enterprises and universities can access American frontier capabilities through OpenAI-managed products and services. OpenAI operates and supports the underlying service environment, allowing participating institutions to focus on implementation and outcomes. Relevant offerings may include ChatGPT Work, Codex, ChatGPT Edu, OpenAI frontier models, Daybreak cybersecurity capabilities and SI-powered healthcare offerings, subject to availability, eligibility, applicable approvals and separate Definitive Agreements. The scope, access and deployment arrangements for Chile will be mutually agreed for each activity.

Upskilling and reskilling civil servants

The Participants propose to develop a practical approach to AI literacy, upskilling and reskilling for civil servants, tailored to their roles and the services they deliver. Topics may include effective use of AI tools, verification of outputs, protection of sensitive information, human oversight and responsible use in public administration.

Activities may include workshops, role-specific learning, technical enablement and a train-the-trainer approach that builds capacity within government to support adoption over time. The delivery model, participating cohorts, training providers, resources and evaluation measures will be agreed in the relevant workplans and agreements.

Supporting Chile's startup ecosystem

The Participants expect to explore cooperation to support Chile's local AI startup and innovation ecosystem, helping entrepreneurs develop and apply AI in ways that contribute to Chile's economic development and public-service priorities defined with the Ministry.

Areas of cooperation may include access to relevant OpenAI programs and technology, practical learning and technical guidance, mentorship, and connections among startups, public institutions, universities and other ecosystem partners. The Participants may identify suitable local partners and opportunities for collaboration. Specific activities, eligibility, resources and delivery arrangements will be mutually agreed and, where applicable, documented in separate Definitive Agreements, as appropriate.

Governance & Delivery Model

The Participants expect to establish a Joint Task Force comprising representatives of the Ministry and OpenAI, with other relevant entities invited to participate in agreed workstreams. Each Participant will designate a point of contact. Other entities participating in activities under this framework are referred to as "Participating Entities."

The Joint Task Force is expected to meet monthly during the initial phase, or at another agreed cadence, to review priorities, workplans, adoption, training, risks and proposed expansion. It may recommend activities but cannot amend contracts, commit funding or approve product access on behalf of a Participant or Participating Entity.

The Participants will seek to agree an initial workplan identifying priority entities and use cases, accountable leads, milestones and measures of success. Measures may include active adoption, completion and application of training, time saved, service quality and user satisfaction. Targets and timelines will be agreed for each activity rather than assumed at national scale.

Responsible Deployment

Activities are intended to support lawful, safe and responsible use, including appropriate human oversight, privacy and data protection, information security and evaluation of outputs. The

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Participants will identify the controls and assessment needed for each use case before deployment and expansion. This MoU makes no commitment to infrastructure located in Chile.

Funding & Definitive Agreements

This MoU specifies no aggregate investment, minimum purchase, or guaranteed allocation of funding.

Services, licenses, API consumption, training, technical support and cybersecurity activities will be governed by separately executed services agreements, order forms, statements of work or other appropriate instruments (the "Definitive Agreements"). These will identify the contracting entity, authorized users, scope, pricing, payment obligations, delivery responsibilities and applicable service, data and security terms.

Any arrangement for shared procurement, consumption or funding across entities must be expressly agreed in the Definitive Agreements. Neither Participant is required by this MoU to enter into a Definitive Agreement. Expansion depends on funding, procurement requirements, technical feasibility, applicable approvals and agreed delivery capacity.

3. Publicity & Communications

All public communications and press releases regarding the execution of this MoU or the OpenAI for Chile partnership, and any use of the other Participant's name or logo in connection with them, require the Participant's prior written approval. This requirement is subject to disclosures required by law, with advance notice where legally permissible.

4. Non-Binding Nature, Dispute Resolution and Duration

This MoU records the Participants' current intentions and does not create legally binding obligations, except for Section 3 (Publicity & Communications) and Section 5 (Confidentiality). Nothing in this MoU constitutes a procurement award, an exclusivity arrangement or a commitment to purchase or provide services.

Any dispute arising out of the implementation and/or interpretation of this Memorandum of Understanding shall be resolved amicably by the Participants.

This framework continues from the Effective Date until either Participant discontinues cooperation by written notice to the other Participant. Amendments require mutual written agreement. Discontinuation does not affect the survival of confidentiality obligations or any separately executed Definitive Agreement.

5. Confidentiality

Each Participant will protect non-public information received from the other Participant in connection with this MoU with at least the same degree of care it uses for its own confidential information, and no less than reasonable care, and use it only for the purposes of this cooperation. Disclosure is permitted to representatives, advisers or Participating Entities with a need to know who are bound by confidentiality obligations or legal duties providing appropriate protection.

These obligations do not apply to information that is publicly available without breach, already lawfully known to the recipient, independently developed, or lawfully obtained from a third party without restriction. Disclosure required by law, court order or applicable public-transparency requirements is permitted, with prior notice to the disclosing Participant where legally permissible. These confidentiality obligations survive expiry or discontinuation of this MoU.

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