Structured dialogues under the AI Act

Commentary by Matt Hanrahan, Ludivine Stewart and Tekla Emborg | Submitted: March 2026

Articles 91, 92 and 93 AI Act[1] all refer to the ability of the AI Office to initiate a 'structured dialogue' with general-purpose AI ("GPAI") model providers. However, the term 'structured dialogue' is not defined; its meaning is unclear, and the process of a structured dialogue is not set out in the AI Act. Indeed, the use of a 'structured dialogue' in the context of supervision, investigation and enforcement powers exercised by the AI Office and/or the Commission under the AI Act appears to be something of an innovation in EU law. For these reasons, this short chapter seeks to supplement the analysis of Articles 91, 92 and 93 in their respective chapters by evaluating the character, purpose and consequences of the structured dialogue in a systematic manner, while taking into account the EU *acquis*. Section 1 of this chapter analyses the character and purpose of structured dialogues. Section 2 examines the AI Office's discretion to initiate structured dialogues. Section 3 analyses the consequences of the AI Office's initiation of a structured dialogue, in particular with regard to a duty of cooperation for providers of GPAI models. Section 4 analyses a potential empowerment for the Commission to provide detailed arrangements for structured dialogues in an implementing act adopted under Article 101(6) AI Act. Finally, Section 5 discusses formal requirements for structured dialogues. Further discussion of structured dialogues within the specific context of each of those articles will appear, as necessary and where available, in the corresponding chapter of this commentary.

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[1] Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (Artificial Intelligence Act) [2024] OJ L 1689/1 ("AI Act").

1. What is a 'structured dialogue'?

1. Prior to the exercise of certain enforcement powers against GPAI model providers, the AI Office may initiate a 'structured dialogue' with said providers. Structured dialogues are provided for in three separate articles of the AI Act:

    1. Article 91(2) AI Act states that the AI Office may initiate a structured dialogue with the provider of a GPAI model before sending a request for information.[2]
    2. Article 92(7) AI Act states that the AI Office may initiate a structured dialogue 'to gather more information on the internal testing of the model, internal safeguards for preventing systemic risk, and other internal procedures and measures the provider has taken to mitigate such risks' prior to requesting access to a GPAI model.[3]
    3. Article 93(2) AI Act states that the AI Office may initiate a structured dialogue with a provider of a GPAI model before a measure is requested.[4] Article 93(3) AI Act elaborates that if a provider of a GPAI model with systemic risk offers commitments to implement mitigation measures during a structured dialogue, the Commission may make those commitments binding by a decision and declare no further grounds for action.[5]

2. As already noted, there is no definition of a structured dialogue in the AI Act, and even the origin of the term 'structured dialogue' in the context of the AI Act remains unclear. The AI Act does not describe what a structured dialogue entails nor does it establish a uniform process by which a structured dialogue is to be carried out. Only the structured dialogue provision in Article 92(7) identifies a purpose for that process: to gather more information on internal testing of the model, internal safeguards for preventing systemic risks, and other internal procedures and measures the provider has taken to mitigate such risks.[6] In contrast, Articles 91(2), 93(2) and 93(3) do not specify a purpose for structured dialogues in those contexts. That said, the terms of Article 93(3) perhaps allow the purpose of structured dialogues under Article 93(2) to be inferred from the reference to the provider's offer of a potentially binding commitment. At the time of writing (March 2026), there is no specific Commission guidance on the procedure or conduct of structured dialogues under Articles 91 to 93 AI Act.

3. In the absence of guidance as to the character and content of structured dialogues in the AI Act, it is instructive to note that references to 'structured dialogues' can be found in other EU legislative acts. These other examples of structured dialogue do not relate to regulatory enforcement but to

[2] AI Act, art 91(2) states that '[b]efore sending the request for information, the AI Office may initiate a structured dialogue with the provider of the general-purpose AI model.'
[3] AI Act, art 92(7): 'Prior to requesting access to the general-purpose AI model concerned, the AI Office may initiate a structured dialogue with the provider of the general-purpose AI model to gather more information on the internal testing of the model, internal safeguards for preventing systemic risks, and other internal procedures and measures the provider has taken to mitigate such risks.'
[4] AI Act, art 93(2): 'Before a measure is requested, the AI Office may initiate a structured dialogue with the provider of the general-purpose AI model.'
[5] AI Act, art 93(3): 'If, during the structured dialogue referred to in paragraph 2, the provider of the general-purpose AI model with systemic risk offers commitments to implement mitigation measures to address a systemic risk at Union level, the Commission may, by decision, make those commitments binding and declare that there are no further grounds for action.'
[6] AI Act, art 92(7).

cooperation mechanisms between Member States and the Commission,[7] inter-institutional dialogues[8] or dialogues between bodies at the Union level and various private or non-state actors (civil society, industry, etc.). What follows are brief discussions of four illustrative examples.

4. Under Article 13(1)(m) European Media Freedom Act ("EMFA"), the European Board for Media Services, which is composed of national authorities, is tasked with regularly organising a 'structured dialogue' between providers of very large online platforms, representatives of media service providers, and civil society in accordance with Article 19 EMFA.[9] The purpose of these structured dialogues is to discuss experiences and best practices as regards specific provisions under the EMFA, foster access to diverse offerings of independent media on very large online platforms, and monitor adherence to self-regulatory initiatives.[10] The results of such dialogues are to be reported to the Commission and, where possible, made publicly available.[11] This use of structured dialogues is quite distinct from structured dialogues under the AI Act, both with regard to the parties involved (multi-stakeholder dialogue organised by a board of national authorities in contrast to bilateral dialogue initiated by the Commission) and the purpose of dialogues (discussing experiences and best practices, fostering access and monitoring adherence to self-regulatory initiatives with public reporting where possible, as opposed to an element in investigation of compliance and/or enforcement in cases of non-compliance). Structured dialogues themselves are not directly relevant to enforcement powers in the EMFA, although recital 56 EMFA does state that the Commission could examine the reports of the results of such structured dialogues when assessing systemic and emerging issues across the Union as part of its enforcement of the Digital Services Act ("DSA").[12]

5. Turning to the DSA itself, Article 36 refers to 'dialogue' between the Commission and providers in the context of a crisis response.[13] This dialogue takes place *after* the Commission has adopted a decision requiring providers to take certain actions. In this context, the dialogues are a mechanism to discuss the effectiveness and proportionality of measures intended or implemented by providers and whether these measures meet certain requirements. This is in contrast to structured dialogues under the AI Act, which take place prior to the adoption of Commission decisions under Chapter IX AI Act.

6. The Digital Markets Act ("DMA") does not use the term 'structured dialogue'. However, under Article 8(3) DMA, there is a process whereby a designated gatekeeper may submit a reasoned request asking the Commission to assess whether the measures it has implemented or plans to implement

[7] See for example Decision (EU) 2022/2481 of the European Parliament and of the Council of 14 December 2022 establishing the Digital Decade Policy Programme 2030 [2022] OJ L 323/4, art 8(7).

[8] See for example Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Facility [2021] OJ L 57/17, art 10(7): 'The competent committee of the European Parliament may invite the Commission to discuss the application of this Article in the context of a structured dialogue in order to allow the European Parliament to express its views.'

[9] Regulation (EU) 2024/1083 of the European Parliament and of the Council of 11 April 2024 establishing a common framework for media services in the internal market and amending Directive 2010/13/EU (European Media Freedom Act) [2024] OJ L 1083/1, arts 13(1)(m) and 19.

[10] ibid.

[11] ibid art 19 and recital 56.

[12] ibid recital 56: 'The Commission could, where relevant, examine the reports on the results of such structured dialogues when assessing systemic and emerging issues across the Union as part of its enforcement of Regulation (EU) 2022/2065 and could ask the Board to support it for that purpose.'; See further Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) [2022] OJ L 277/1 ("DSA").

[13] DSA, art 36(6).

comply with the relevant provisions of the DMA.[14] Thus, Article 8(3) establishes the right of a regulated entity to seek a dialogue with the Commission to determine whether chosen measures comply with the relevant provisions of the DMA. There are features that distinguish a dialogue under the DMA from a structured dialogue under the AI Act. A dialogue under the DMA is a mechanism that provides a channel for gatekeepers to seek regulatory clarity, whereas under the AI Act, a structured dialogue is a discretionary and preliminary investigative or enforcement step that may be initiated by the AI Office. That said, both types of dialogue are *ex ante* and may, in certain circumstances, lead to a more cooperative investigative or enforcement relationship between the regulated entity and the regulator.

7. Structured dialogues are also mentioned in Decision (EU) 2022/2481 establishing the Digital Decade Policy Programme 2030 as a cooperation mechanism between Member States and the Commission. Article 8(7) of Decision (EU) 2022/2481 concerning the deviation in national projected trajectories describes in detail the basis, aim and intended result of the structured dialogue.[15] This stands in stark contrast to the lack of detail regarding structured dialogues in the AI Act. Only Article 93(3) AI Act envisages a particular possible outcome from a structured dialogue, namely, that the provider may offer commitments which the Commission may make binding on the provider.[16]

8. These four examples from other pieces of EU legislation suggest that other 'dialogue' or 'structured dialogue' mechanisms provide limited insight into the structure and character of structured dialogues under the AI Act.[17] It has been suggested by some commentators that structured dialogues are inspired by the practice of dialogue or conciliation in sanction procedures (in German '*Verständigungsgespräche*'), which, according to those authors, is a common practice of the German Federal Network Agency, the Federal Financial Supervisory Authority, and data protection authorities.[18] Nonetheless, it seems premature at this stage, and without further guidance, to articulate

[14] Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act) [2022] OJ L265/1 ("DMA"), art 8(3) 'A gatekeeper may request the Commission to engage in a process to determine whether the measures that that gatekeeper intends to implement or has implemented to ensure compliance with Articles 6 and 7 are effective in achieving the objective of the relevant obligation in the specific circumstances of the gatekeeper. The Commission shall have discretion in deciding whether to engage in such a process, respecting the principles of equal treatment, proportionality and good administration.'

[15] Decision (EU) 2022/2481 (n 7) art 8(7).

[16] AI Act, art 93(3): 'If, during the structured dialogue referred to in paragraph 2, the provider of the general-purpose AI model with systemic risk offers commitments to implement mitigation measures to address a systemic risk at Union level, the Commission may, by decision, make those commitments binding and declare that there are no further grounds for action.'

[17] It should be noted that there exist further examples of dialogue in EU law. For example, in relation to Commission investigations of Member State breaches of EU laws, a Commission Communication sets out the mechanism of 'structured problem-solving dialogues', also known as EU Pilot, between the Commission and Member States to quickly resolve potential breaches of EU law at an early stage in appropriate cases (European Commission, 'EU law: Better results through better application' (Communication) C(2016) 8600 final). A further example appears in the EU Deforestation Act where the Commission and interested Member States shall engage in a coordinated approach with third producer countries to jointly address the root causes of deforestation and forest degradation through partnerships and cooperation mechanisms including 'structured dialogues' (Regulation (EU) 2023/1115 of the European Parliament and of the Council of 31 May 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/2010 [2023] OJ L 150/206).

[18] Jens Ambrock and Behrang Raji, 'Art. 91 Befugnis zur Anforderung von Dokumentation und Informationen' in Jens Schefzig and Robert Kilian (eds), *Beck'scher Online-Kommentar KI-Recht* (3rd edn, C.H. Beck 2025) para 32.

with certainty the intention and inspiration of the European legislature for structured dialogues in the AI Act.

9. Without adopting an overly literal approach, the use of the word 'structured' may be of assistance in gaining a better understanding of the 'structured dialogue' mechanism under the AI Act. For the dialogues to be *structured*, it might be expected that they would follow a certain procedure or form. For example, there may be certain steps, stages or timeframes of such a procedure that would be preordained, and requirements or expectations as to whether (and when) such procedures are to be written, oral or in person. The same commentators cited above have suggested that the procedure and form are to be determined by the AI Office.[19] It is unclear to what extent a similar procedure and form must be followed for different instances of structured dialogues under each of Articles 91 to 93 AI Act, or whether a dialogue is 'structured' as long as there is a structured procedure and form laid out in each particular instance of a dialogue. Even if structured dialogues are intended to be less formal than the adoption of formal measures against a provider, exactly how informal and cooperative they will be remains to be determined.

10. While much is unclear in the context of investigation and enforcement of EU law obligations, at the level of principle it is clear that *dialogue* can be used as a tool to promote compliance before adopting coercive measures. In theory, it is conceivable that under the AI Act *structured dialogues* may provide a process of communication and interaction between the regulator and the regulated entity that benefits both parties, including faster processes, greater compliance, more valuable exchange of information, and resource savings. This is reflected in the Guidelines on the scope of the obligations for GPAI models, which states that the 'AI Office will take a collaborative, staged, and proportionate approach' and 'the AI Office expects providers to collaborate and actively engage with the AI Office at the later stages of potential formal proceedings conducted in line with the AI Office's powers under the AI Act (for example, through structured dialogues)'.[20] Structured dialogues also allow for agreement between the Commission and the GPAI model provider to be reached without the need for a Commission decision, which could potentially be challenged under Article 263 TFEU.[21] A similar practice is common in EU competition proceedings where agreement is reached between the Commission and undertakings under investigation, following which the case is concluded without formal findings being made.[22] While Article 93(3) AI Act envisages an outcome from the structured dialogue that can be made binding by way of Commission decision, there is nothing to prevent agreements being reached in the course of structured dialogues initiated under Article 91 or Article 92.[23] It is of note that a breach of binding commitments is not expressly included as a ground for issuing a fine in Article 101 AI Act, while it is under Article 74(1)(c) DSA and Article 30(1)(e) DMA.[24]

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[19] ibid para 32.

[20] European Commission, 'Communication from the Commission - Commission Guidelines on the Scope of the Obligations for Providers of General-Purpose AI Models Established by Regulation (EU) 2024/1689 (AI Act)' C(2025) 7719 final ("the Guidelines on the scope of obligations for GPAI Models"), para 99.

[21] Consolidated Version of the Treaty on the Functioning of the European Union [2012] OJ C 326/47 ("TFEU"), art 263.

[22] Mathew Heim, 'The Curious Case of the European Commission's Missing Antitrust Jurisprudence: Lessons from Abandoned Article 102 Investigations' (2025) 16 Journal of European Competition Law & Practice 285.

[23] See commentary on Article 93, Section 2.3. in this work for an in-depth discussion of commitments made binding by Commission decision under article 93(3).

[24] Article 74(1)(c) DSA provides: 'In the decision referred to in Article 73, the Commission may impose on the provider of the very large online platform or of the very large online search engine concerned fines not exceeding 6 % of its total worldwide annual turnover in the preceding financial year where it finds that the provider, intentionally or negligently: [...] (c) fails to comply with a commitment made binding by a decision pursuant to Article 71.' Article 30(1)(e) DMA provides: 'In the non-compliance decision, the Commission may impose on a gatekeeper fines not

It is important to note that commitments made under Article 93(3) are, however, of relevance to fines imposed under Article 101 AI Act. Article 101(1) AI Act provides that the Commission, when fixing the quantum of the fine or periodic penalty, shall, among other things, take into account commitments made under Article 93(3).[25]

2. Discretion to initiate structured dialogues

11. It is clear from the wording of Articles 91(2), 92(7) and 93(2) AI Act ('*may initiate a structured dialogue*') that the AI Office has discretion over whether to initiate structured dialogues and cannot be bound to do so by the provider.[26] The Guidelines on the scope of obligations for GPAI Models emphasise a 'collaborative and staged' approach to supervision, investigation, enforcement and monitoring under the AI Act, and, in light of that emphasis, it is likely that structured dialogues will indeed play their part in the enforcement of the AI Act.[27] However, there is no provision of the AI Act that requires the Commission and/or the AI Office to utilise the structured dialogue procedure prior to exercising their enforcement powers. This could be important in cases of urgency should the Commission determine that faster action is required.[28]

12. An illustrative analogy can be drawn from EU competition law, wherein provision is made for both a simple request and a request for information by decision of the Commission.[29] In that context, it is well established that requests for information made by the Commission to an undertaking must comply with the principle of proportionality: the obligation imposed on an undertaking to supply information should not be a burden on the undertaking that is disproportionate to the needs of the inquiry.[30] However, the Court has held that the Commission could not be considered to have infringed the principle of proportionality by 'merely' having adopted a request for information by a decision

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exceeding 10 % of its total worldwide turnover in the preceding financial year where it finds that the gatekeeper, intentionally or negligently, fails to comply with: [...] (e) commitments made legally binding pursuant to Article 25.'

[25] Article 101(1) provides: 'The Commission may impose on providers of general-purpose AI models fines not exceeding 3 % of their annual total worldwide turnover in the preceding financial year or EUR 15 000 000, whichever is higher, when the Commission finds that the provider intentionally or negligently: [....] In fixing the amount of the fine or periodic penalty payment, regard shall be had to the nature, gravity and duration of the infringement, taking due account of the principles of proportionality and appropriateness. *The Commission shall also take into account commitments made in accordance with Article 93(3)* or made in relevant codes of practice in accordance with Article 56.' (emphasis added).

[26] See also Consolidated Version of the Treaty on European Union [2012] OJ C 326/13 ("TEU"), art 17(3) which provides that '[i]n carrying out its responsibilities, the Commission shall be completely independent. Without prejudice to Article 18(2), the members of the Commission shall neither seek nor take instructions from any Government or other institution, body, office or entity. They shall refrain from any action incompatible with their duties or the performance of their tasks.'

[27] The Guidelines on the scope of obligations for GPAI Models (n 20) para 99.

[28] That said, the EU law principle of proportionality would still apply to such a scenario to ensure that the urgent action was suitable for the relevant objective, minimally necessary to meet the aim, and not excessively restrictive or burdensome. Indeed, it is foreseeable that in non-urgent situations the converse applies: the proportionality requirements could, in some circumstances, require that a structured dialogue must be pursued before other enforcement action is taken by the Commission against the relevant GPAI model provider.

[29] Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Arts 81 and 82 of the Treaty [2003] OJ L 1/1, art 18.

[30] T-458/09 and T-171/10 *Slovak Telekom a.s. v European Commission* EU:T:2012:145, para 81; T-39/90 *NV Samenwerkende Elektriciteits-Produktiebedrijven v Commission of the European Communities* EU:T:1991:71, para 51.

without first adopting a simple request in light of the circumstances of the case.[31] There is a comparison between the simple request procedure in EU competition law and structured dialogues: both are non-mandatory processes by which enforcement aims can be achieved. Thus, the decision to initiate a structured dialogue remains at the discretion of the AI Office, having regard to the principle of proportionality.

13. As a matter of practice, initiating a structured dialogue under the AI Act would be consistent with the broader approach followed by the Commission in the enforcement of other areas of EU law to attempt to resolve matters by way of exchanges *prior* to the adoption of formal binding decisions. As noted above, it mirrors enforcement structures under EU competition law[32] and the DSA[33] by which the Commission can request information either by 'simple request' or by decision. In contrast to a decision, a simple request is not binding on the regulated entity, which is not forced to answer the request, although it may face consequences if it chooses not to do so. However, if the regulated entity does decide to answer a simple request, it cannot provide incorrect or misleading information as part of that answer.[34] The extent to which structured dialogues can be considered analogous to 'simple requests' is unclear from the law as it stands. One readily apparent important difference, however, is that both Regulation 1/2003 and the DSA provide for minimum formal requirements for simple requests,[35] whereas the AI Act is silent on formal requirements for structured dialogues.

14. Although structured dialogues are not mandatory under the AI Act, they could be an important enforcement tool available to the AI Office, particularly to encourage cooperation from GPAI model providers. As noted above, the Guidelines state that the AI Office 'will take a collaborative, staged, and proportionate approach' to enforcement of GPAI provisions.[36] For early stages, the Guidelines mention 'close informal cooperation with providers during the training of their GPAI models in order to facilitate compliance and ensure timely market placement'.[37] Further, 'the AI Office expects providers to collaborate and actively engage with the AI Office at the later stages of potential formal proceedings [...] (for example, through structured dialogues)'.[38] As observed above, the limits of how cooperative or collaborative in practice such dialogues can, or must, be will likely need to be determined by the Court of Justice of the European Union ("CJEU"). In any event, it is worth noting that dialogues remain asymmetrical in the sense that this procedure involves a regulator and a regulated entity; it is not an exchange between two equal actors,[39] and the relative power of each actor is likely to shift dynamically from one phase of the dialogue to another. For example, as a structured dialogue moves towards a conclusion it may be in the interests of the GPAI model provider to seek

[31] ibid para 90.
[32] Regulation (EC) 1/2003 (n 29) art 18.
[33] DSA, art 67.
[34] See further Regulation (EC) 1/2003 (n 29) art 23(1)(a) and DSA, art 74(2)(a).
[35] See Regulation (EC) 1/2003 (n 29) art 18(2) which states that '[w]hen sending a simple request for information to an undertaking or association of undertakings, the Commission shall state the legal basis and the purpose of the request, specify what information is required and fix the time-limit within which the information is to be provided, and the penalties provided for in Article 23 for supplying incorrect or misleading information.' Similarly, article 67(2) DSA provides that '[w]hen sending a simple request for information to the provider of the very large online platform or of the very large online search engine concerned or other person referred to in paragraph 1 of this Article, the Commission shall state the legal basis and the purpose of the request, specify what information is required and set the period within which the information is to be provided, and the fines provided for in Article 74 for supplying incorrect, incomplete or misleading information.'
[36] The Guidelines on the scope of obligations for GPAI Models (n 20) para 99.
[37] ibid.
[38] ibid.
[39] See also Ambrock and Raji (n 18) para 32.

a resolution within the structured dialogue in order for the provider to shape the outcome in a way that is more favourable than a Commission decision – to which the only recourse is to challenge its legality pursuant to Article 263 TFEU – might be.

3. Structured dialogues and duty of cooperation

15. A further area of uncertainty relates to which duties exist for providers in scenarios where the AI Office does decide to initiate a structured dialogue. The AI Act does not have explicit grounds for fines to be issued to providers who fail to respond to, or decline, invitations from the AI Office to engage in a structured dialogue.[40] This may suggest that requests formulated by the AI Office as part of structured dialogues are not legally binding. In a similar vein, it has been argued in the literature that a provider is not compelled to answer an invitation by the AI Office or continue the dialogue.[41] However, other considerations suggest that the consequences of being invited to participate in a structured dialogue are more nuanced. In particular, the duty to cooperate set out in Article 53(3) AI Act may require providers to cooperate in relation to structured dialogues. Article 101(1)(b) AI Act may require providers not to provide false information during structured dialogues. At the time of writing (March 2026), much remains unclear about the legal effects of the AI Office using its discretion to initiate a structured dialogue. In response to this uncertainty, this section discusses two different interpretations[42] and the consequences for a duty to cooperate for providers of GPAI models in relation to structured dialogues.

16. The starting point of this analysis is Article 53(3) AI Act which explicitly sets out a general duty to cooperate for providers of GPAI models.[43] It states that '[p]roviders of general-purpose AI models shall cooperate as necessary with the Commission and the national competent authorities in the exercise of their competences and powers pursuant to this Regulation.' This wording suggests that the material scope of the duty to cooperate in Article 53(3) is broad, covering the AI Act in its entirety ('in the exercise of their competences and powers pursuant to this Regulation').[44] Additionally, recital (e) of the Safety and Security Chapter of the adopted GPAI Code of Practice refers to the principle of cooperation laid down in Article 53(3) AI Act.[45] While the Code of Practice is not binding upon GPAI model providers, the inclusion of recital (e) emphasises the importance of the duty of cooperation in relation to GPAI models with systemic risk. Further, the fact that Article 53(3) requires cooperation with the Commission, whereas the discretion to commence a structured dialogue rests with the AI Office, is addressed and resolved by Article 3(47) AI Act, which provides that

[40] AI Act, art 101.

[41] Ambrock and Raji (n 18) para 33; Clemens Bernsteiner and Thomas Rainer Schmitt, 'Art. 91 Befugnis zur Anforderung von Dokumentation und Informationen' in Mario Martini and Christiane Wendehorst (eds), *KI-VO: Verordnung über Künstliche Intelligenz: Kommentar* (2nd edn, C.H. Beck 2026) paras 26, 27.

[42] See Sections 3.1. and 3.2.

[43] AI Act, art 53(3): 'Providers of general-purpose AI models shall cooperate as necessary with the Commission and the national competent authorities in the exercise of their competences and powers pursuant to this Regulation.'

[44] See commentary on Article 53 in this work.

[45] European Commission, 'Code of Practice for General-Purpose AI Models – Safety and Security Chapter' (2025) <https://ec.europa.eu/newsroom/dae/redirection/document/118119> accessed 17 December 2025, recital (e) states the following: '[...] The Signatories further recognise the importance of cooperating with the AI Office (article 53(3) AI Act) to foster collaboration between providers of general-purpose AI models with systemic risk, researchers, and regulatory bodies to address emerging challenges and opportunities in the AI landscape.'

'[...]references in this Regulation to the AI Office shall be construed as references to the Commission'.[46]

17. The key question is whether the AI Office's initiating a structured dialogue with a GPAI model provider constitutes the exercise of a 'power' or 'competence' within the meaning of Article 53(3) AI Act. The answer to this question presents some difficulty. On the one hand, the wording 'the AI Office *may* initiate a structured dialogue' (emphasis added) indicates a conferral of a power on the AI Office to initiate structured dialogues. If the AI Office's discretion to commence a structured dialogue is indeed a power, there is arguably no reason it should not be covered by the duty of cooperation articulated in Article 53(3). In that case, failure to fulfil the duty to cooperate may lead to fines for infringement of Article 53(3) under Article 101(1)(a) AI Act, and one must carefully analyse the extent of the duty to 'cooperate as necessary' in any given instance. On the other hand, the AI Act does not expressly state that a structured dialogue is a mandatory process. Nor does Article 101 provide for fines explicitly in relation to structured dialogues. This may suggest that the discretion to initiate structured dialogues is not a power. In this case, there may be, as a minimum, a good faith obligation applying to the provider to not provide misleading or false information if the provider does engage with a structured dialogue. The subsections below examine these two different interpretations.

18. Before turning to those two interpretations, it is worth noting two arguments addressing the general applicability of Article 53(3) AI Act. First, there may be an argument that the reference in Article 53(3) to 'cooperate as necessary' is too vague to impose concrete obligations on providers as it offends the principle of legal certainty.[47] Some provisions in the AI Act conferring duties to cooperate appear more detailed than Article 53(3). For example, Article 54(3)(d) AI Act states that authorised representatives of providers of GPAI models shall be empowered to 'cooperate with the AI Office and competent authorities, *upon a reasoned request*, in any action they take *in relation to the general-purpose AI model*' (emphasis added).[48] However, other provisions in the AI Act posit duties to cooperate in similarly vague terms as Article 53(3). Articles 23(7), 24(6) and 26(12) AI Act specify that importers, distributors and deployers respectively shall 'cooperate with the relevant competent authorities *in any action* those authorities take *in relation to a high-risk AI system* [...]' (emphasis added). Taking a broader perspective, it is not uncommon for provisions in EU digital law to entail somewhat vague duties to cooperate. For example, Article 31 GDPR states: 'The controller and the processor and, where applicable, their representatives, shall cooperate, *on request*, with the supervisory authority *in the performance of its tasks*.' (emphasis added).[49] Further, Article 13(2) DSA, Article 28(5)(d) DMA, and Article 23(4) Corporate Sustainability Due Diligence Directive contain

[46] AI Act, art 3(47).

[47] The principle of legal certainty is well-established in EU law and was expounded early in CJEU case law to require that rules 'must be clear and precise' without ambiguity for subjects as to their rights and obligations (C-169/80 *Administration des douanes v Société anonyme Gondrand Frères and Société anonyme Garancini* [1981] ECR 01931, para 17). However, the CJEU has been reluctant to strike down an entire provision on the grounds of violation of legal certainty (Jérémie Van Meerbeeck, 'The Principle of Legal Certainty in the Case Law of the European Court of Justice: From Certainty to Trust' (2016) 41 European Law Review 275, 283), see for example *C-72/15 PJSC Rosneft Oil Company v Her Majesty's Treasury and Others* [2017] EU:C:2017:246, C-156/21 *Hungary v European Parliament and Council of the European Union* [2022] EU:C:2022:97 and C-157/21 *Republic of Poland v European Parliament and Council of the European Union* [2022] EU:C:2022:98, and C-303/05 *Advocaten voor de Wereld VZW v Leden van de Ministerraad* [2007] ECR I-03633.

[48] AI Act, art 54(3)(d).

[49] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) [2016] OJ L 119/1 ("GDPR"), art 31.

similarly vague duties to cooperate.[50] It is appropriate to acknowledge that none of these provisions has been subjected to the CJEU's scrutiny of their lack of specificity. Nevertheless, while legal certainty may require a confined reading of Article 53(3) AI Act,[51] the provision does not stand out as being detrimentally vague when compared to similar provisions in the AI Act and in other EU digital laws and cannot be disregarded altogether as incapable of giving rise to concrete obligations.

19. Second, it could be argued that provisions requiring providers to cooperate in specific instances, namely to provide requested information in Articles 91(5) and 92(5) AI Act, suggest that the legislature did not intend for Article 53(3) to be generally applicable. Articles 91(5) and 92(5) AI Act state that providers or their representative '*shall* supply the information requested' (emphasis added). It could be argued that if Article 53(3) AI Act sufficiently established a duty to cooperate in relation to the powers in Article 91 to 93 AI Act, the inclusion of the obligation to supply information in Articles 91(5) and 92(5) AI Act would be redundant. However, the inclusion of these specific duties arguably serves to particularise the existence of the duty to cooperate laid down in Article 53(3) with regard to the provision of information requested rather than to indicate that there is no general duty to cooperate in the exercise of the competences and powers of the Commission. The opposite interpretation would have the unattractive implication that providers need not cooperate with the Commission in response to requests made pursuant to Article 93 AI Act, as this Article does not contain any explicit duty to cooperate. Thus, the more attractive, systematic interpretation of Articles 53 and 91 to 93, when read together, is that the more specific obligations to cooperate in Articles 91(5) and 92(5) AI Act do not undermine the existence of a generally applicable duty for providers to cooperate with the Commission and national competent authorities under Article 53(3) in the exercise of their powers and competences pursuant to the AI Act. On this interpretation, Article 53(3) AI Act imposes a context-specific, and therefore dynamic, duty of cooperation on a provider, requiring it to take action to cooperate according to the particular circumstances and the demands of the general principles of EU law, such as the principle of proportionality.[52]

3.1. Interpretation 1: Structured dialogues are a power for the purpose of Article 53(3) AI Act

20. The fact that structured dialogues are initiated by the AI Office under Articles 91(2), 92(7) and 93(2) AI Act suggests that the AI Office has been given what one might neutrally call a *function* in relation to structured dialogues. The question is whether the AI Office's function can be considered a 'power'

[50] DSA, art 13(2); DMA, art 28(5)(d); Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety, amending Regulation (EU) No 1025/2012 of the European Parliament and of the Council and Directive (EU) 2020/1828 of the European Parliament and the Council, and repealing Directive 2001/95/EC of the European Parliament and of the Council and Council Directive 87/357/EEC [2023] OJ L 135/1, art 22(12); Directive (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on Corporate Sustainability Due Diligence and amending Directive (EU) 2019/1937 [2024] OJ L 1760/1, art 23(4).

[51] See further commentary on Article 53 in this work.

[52] It should be noted that any potential redundancy or overlap between article 53(3) AI Act and articles 91(5) and 92(5) AI Act may be a product of the rushed drafting procedure during the trilogue negotiation. This point is supported by the fact that article 92 AI Act titled 'the Power to conduct evaluations' does not lay down any powers to request information (rather it grants the Commission the power to request access to GPAI models in article 92(3) AI Act). It is thus rather odd that article 92(5) first sentence states that the provider shall supply 'the information requested' and not 'the access requested', whereas the second sentence of that provision states 'the access requested'. The similarity between articles 91(5) and 92(5) might suggest that the language was copied from article 91(5) and not fully adapted to article 92(5) during the hectic drafting period, see Clemens Bernsteiner and Thomas Rainer Schmitt, 'Art. 92 Befugnis zur Durchführung von Bewertungen' in Mario Martini and Christiane Wendehorst (eds), *KI-VO: Verordnung über Künstliche Intelligenz: Kommentar* (2nd edn, C.H. Beck 2026) para 29.

or 'competence' for the purposes of Article 53(3). Neither 'powers' nor 'competences' are defined terms under the AI Act. However, it is well established that the terms 'competence' or 'competences' are usually understood in EU law as referring to the areas of responsibility of the Union on the one hand and the Member States on the other, in accordance with Article 2 TFEU.[53] This is reflected in Article 53(3) AI Act itself and in Article 88(1) AI Act,[54] such that it seems reasonable to proceed on the basis that this orthodox meaning of 'competences' was intended. As for the interpretation of 'powers', regrettably the Article 53(3) duty to cooperate is not explained or clarified in the recitals, leaving its interpretation largely open.[55] The following analysis focuses on whether the commencement of a structured dialogue can be considered a 'power', based on a systematic and/or teleological interpretation of Articles 91(2), 92(7) and 93(2) AI Act, given their location not only in Section 5, titled 'Supervision, investigation, enforcement and monitoring in respect of providers of general-purpose AI models', but also within Articles 91, 92 and 93 AI Act, which are all titled as 'powers'.

21. There are convincing arguments that the discretion to initiate a structured dialogue constitutes a power. On one view, structured dialogues prima facie constitute powers based on the use of the wording 'the AI Office *may* initiate a structured dialogue'. The AI Act contains numerous provisions that confer powers using the term 'may', followed by some specified action. Articles 91 to 93 AI Act, within each of which the discretion to commence a structured dialogue is located, are key examples. To illustrate this by considering one of those provisions, Article 92 is titled 'Power to conduct evaluations'. Article 92(1) confers on the AI Office the power to conduct evaluations, stating that '[t]he AI Office, after consulting the Board, *may* conduct evaluations' of GPAI models to assess compliance and investigate systemic risk at Union level. Next, according to Article 92(2), '[t]he Commission *may* decide to appoint independent experts to carry out evaluations on its behalf, including from the scientific panel'. Under Article 92(3), 'the Commission *may* request access to the general-purpose AI model concerned through APIs'. Thus, Articles 92(2) and (3) contain related, additional powers conferred on the Commission to support the exercise of the main 'power to conduct evaluations' to which Article 92 is primarily addressed. In this way, Article 92 AI Act shows that supplementary powers have been included by the legislature in the enforcement provisions of the AI Act to ensure that the main enforcement power, named in the provision's title, is optimised to achieve the most suitable enforcement outcome in the circumstances.

22. This interpretation of the initiation of structured dialogues as a supplementary power entrusted upon the AI Office to assist the Commission's enforcement work is supported by Article 88(1) AI Act, which requires the Commission to 'entrust the implementation of [its exclusive powers to supervise and enforce Chapter V AI Act] to the AI Office'. It should also be noted that there is no part of Article 53(3) or Section 5 Chapter IX AI Act that explicitly indicates that the structured dialogues are *not* a power and/or that the duty of cooperation is inapplicable to structured dialogues. Accordingly, there seems to be a compelling argument that the commencement of structured dialogues constitutes a supplementary power to be exercised by the AI Office that supports the exercise of the Commission's enforcement power explicitly referenced in the title of the respective article. As a

[53] TFEU, art 2; Paul Craig and Gráinne de Búrca, 'Competence' in Paul Craig and Gráinne de Búrca (eds) *EU Law: Text, Cases, and Materials* (OUP 2024) 102.

[54] AI Act, art 88(1) states '[...] The Commission shall entrust the implementation of these tasks to the AI Office, *without prejudice to the powers of organisation of the Commission and the division of competences between Member States and the Union based on the Treaties.'* (emphasis added).

[55] See the commentary on Article 53, Section 2.4. in this work.

consequence, it is reasonable to conclude that each of Articles 91(2), 92(7) and 93(2) AI Act confer on the AI Office a power within the meaning of Article 53(3).

23. If the discretion to initiate a structured dialogue is indeed a power, there is a duty on the part of the GPAI model provider to 'cooperate as necessary' in accordance with Article 53(3) AI Act. Intentionally or negligently[56] failing to satisfy the duty to cooperate would lead to an infringement of Article 53(3), which forms part of Article 53, titled 'Obligations for providers of [GPAI] models'. Such infringement can be fined in accordance with Article 101(1)(a). This demonstrates the importance of considering what a GPAI model provider must do in practice to satisfy the duty to 'cooperate as necessary' in relation to structured dialogues.

24. Once the AI Office initiates a structured dialogue, the provider is obliged to, at minimum, respond to the request. Given the lack of case law on Article 53 AI Act, its effect, and its interaction with the AI Act's structured dialogue provisions at the time of writing (March 2026), it is instructive to consider how the CJEU has understood obligations to cooperate in other areas of EU law. In particular, in the area of competition law, the CJEU adopted a wide interpretation of an obligation to cooperate in *Commission v SGL Carbon*.[57] In this case, the CJEU considered the Commission's exercise of a power to request information in relation to anti-competitive agreements pursuant to Article 11 of Council Regulation No 17. The CJEU held that there was 'an obligation to cooperate actively' which entailed an obligation to 'make available all information relating to the subject-matter of the investigation'.[58] This decision can be distinguished from the structured dialogue scenario under the AI Act because it addressed the exercise of a key enforcement power: a request for information by decision. However, the tenor of the CJEU's judgment suggests that, as a structured dialogue under the AI Act can only be *a dialogue* if the provider engages with the AI Office, there is a good argument that the CJEU would require the provider to engage with and respond to a structured dialogue invitation in order to comply with its duty to cooperate.

25. It is worth noting that such a requirement to engage and respond does not appear to offend the right to avoid self-incrimination recognised in EU law. In the context of decisions to request information, the case law of the CJEU suggests that undertakings cannot be forced to admit that they have committed an infringement, but they are, in any event, obliged to answer factual questions and to provide documents, even if this information may be used to establish against them or against another undertaking the existence of an infringement.[59] As in the previous paragraph, it is important to note that it remains unclear whether and how the case law on decisions to requests for information extends

[56] AI Act, art 101(1) states that '[t]he Commission may impose on providers of general purpose AI models fines [...], when the Commission finds that the provider *intentionally or negligently*: [...]' (emphasis added).

[57] Case C-301/04 P *Commission of the European Communities v. SGL Carbon AG* [2006] ECR I-05915.

[58] ibid paras 39 and 40.

[59] Case C-466/19 P *Qualcomm Inc and Qualcomm Europe Inc v. European Commission* [2021] EU:C:2021:76, para 140–143. In this case, the Court considered a decision to request information made under article 18(1) and (2) of Regulation No 1/2003. The Court noted that recital 23 provided that when complying with a decision of the Commission, undertakings cannot be forced to admit that they have committed an infringement and went on to state that the recital reflects 'the settled case-law of the Court of Justice, according to which the Commission is entitled to compel an undertaking to provide all necessary information concerning such facts as may be known to it and to disclose to the Commission, if necessary, such documents relating thereto as are in its possession, even if the latter may be used to establish, against it or another undertaking, the existence of anticompetitive conduct. Although the Commission may not compel that undertaking to provide it with answers which might involve the admission on its part of the existence of an infringement which it was incumbent upon the Commission to prove, that undertaking cannot, however, evade requests for production of documents on the ground that, by complying with them, it would be required to give evidence against itself' (para 143).

to structured dialogues. However, as requests for information do not allow an entity to evade requests for production of documents on the ground that, by complying with them, it would be required to give evidence against itself, an interpretation of structured dialogues that would require an entity to respond to an invitation for a structured dialogue is unlikely to offend against the right to avoid self-incrimination.

26. This conclusion also seems relevant to understanding the operation of Article 93(3), which empowers providers of GPAI models with systemic risk to offer commitments to implement mitigation measures during structured dialogues. Significantly, the Commission may make those commitments binding by decision and declare no further grounds for action. Drawing an analogy with the competition law context,[60] such commitments neither constitute an admission of guilt nor a formal finding of a violation under the AI Act.[61] This mechanism offers what can be seen as a consensual enforcement regime, especially as the Commission may cease its enforcement actions if the commitments proposed by the respective provider are accepted. This role of structured dialogues would be materially restricted if, while invoking the right to avoid self-incrimination, providers of GPAI models with systemic risk were allowed to hold back information relevant to an infringement of the AI Act during structured dialogues.

27. The duty to cooperate under Article 53(3) likely also entails a good faith obligation for GPAI providers not to provide false or misleading information or intentionally delay or prolong a structured dialogue in order to delay regulatory investigations or actions. Firstly, such actions would be counter to teleological and literal interpretations of the words 'cooperate as necessary' under Article 53(3) AI Act. Secondly, Article 101(1)(b) enables the Commission to issue fines if a GPAI model provider supplied incorrect, incomplete or misleading information. This latter argument will be explored in the following subsection, as the good faith obligation not to provide false or misleading information arguably applies even if structured dialogues are found to not constitute a power and subsequently the duty of Article 53(3) is found not to apply to require a GPAI model provider to respond to, or engage with, the AI Office's initiation of a structured dialogue.

28. It can be noted that recognition of a duty to cooperate at the stage of structured dialogues, in accordance with the analysis above, would distinguish structured dialogues from informal requests that have no legal effect, as well as from formal enforcement actions such as requests for documentation and information under Article 91(1).

29. Finally, for the sake of completeness, we note that it could be argued that the power to initiate structured dialogues is separate from, and not per se part of, the 'exclusive powers' referred to in Article 88(1) AI Act, such that the implementation of such power could not, in principle, be conferred on the AI Office. Article 91(2) AI Act provides that '*[b]efore* sending the request for information, the AI Office may initiate a structured dialogue with the provider [...]' (emphasis added). Similarly, Article 92(7) AI Act states that '*[p]rior* to requesting access to the general-purpose AI model concerned, the AI Office may initiate a structured dialogue with the provider [...]' (emphasis added). Likewise, Article 93(2) AI Act specifies that '*[b]efore* a measure is requested, the AI Office may initiate a structured dialogue with the provider [...]' (emphasis added). In all three provisions, the structured dialogue is presented as an action that occurs prior to the exercise of the 'power' that is the central focus of the provision in question. A literal interpretation of these provisions might suggest that the structured

[60] See Niamh Dunne, 'Commitment Decisions in EU Competition Law' (2014) 10 Journal of Competition Law & Economics 399.
[61] See commentary on Article 93, Section 2.3. in this work.

dialogue is outside of the 'power' referred to in the title of each of these Articles. However, even if this is correct, the discretion to initiate a structured dialogue in each of the provisions conferring central investigative or enforcement powers on the Commission seems to fall within the implementation of the tasks conferred upon the AI Office to support the Commission's 'exclusive powers to supervise and enforce' under Article 88(1). As elaborated earlier in this subsection, the discretion to initiate structured dialogues appears to be a supplementary power which ensures that the main enforcement power, named in the provision's title, can reach optimal enforcement outcomes in various circumstances.

3.2. Interpretation 2: Structured dialogues are not a power for the purpose of Article 53(3) AI Act

30. In contrast to the above subsection,[62] there are also reasonable arguments that structured dialogues do not constitute a power. Three interrelated arguments are presented below. If these arguments present the correct interpretation, then the duty to cooperate under Article 53(3) AI Act arguably does not apply to structured dialogues. One potential implication may be that there is no obligation to enter into or respond to an invitation to a structured dialogue. The latter part of this subsection examines what duties may nevertheless still apply in relation to structured dialogues, in particular (as noted above) a good faith obligation that may arise under a broad interpretation of Article 101(1)(b) AI Act.

31. One argument supporting the interpretation that the initiation of structured dialogues does not amount to a power arises from the fact that Article 101 AI Act does not expressly provide for fines in relation to engagement in a structured dialogue. Article 101 AI Act refers explicitly to Articles 91, 92 and 93 AI Act in three separate respective provisions. Fines may be imposed on GPAI model providers that intentionally or negligently 'failed to comply with a request for a document or for information pursuant to Article 91[...]',[63] 'failed to comply with a measure requested under Article 93',[64] and 'failed to make available to the Commission access to the [GPAI] model or [GPAI] model with systemic risk with a view to conducting an evaluation pursuant to Article 92'.[65] None of the provisions mentions structured dialogues. Thus, Article 101 AI Act does not give any suggestion that structured dialogues constitute a power and may be read to show that they do not. Further, on one interpretation, structured dialogues do not constitute an implicit part of the powers referred to in the titles of Articles 91, 92 and 93 AI Act. As analysed in the previous subsection,[66] this argument posits that the power to initiate structured dialogues could be seen as separate from the 'powers' referred to in the titles of Articles 91 to 93 AI Act on the basis that structured dialogues are to be initiated '*before*' or '*prior to*' (emphasis added) the 'power' that is to be exercised under the respective Article. This interpretation that structured dialogues sit outside the Articles 91 to 93 powers, in combination with the lack of express reference in Article 101 to structured dialogues, may suggest that the legislature did not intend for the initiation of structured dialogues to be conceived of as a power.

32. While the lack of an express reference to the word 'power' in any of Articles 91(2), 92(7) or 93(2) AI Act seems inconsequential for characterising those provisions because the term is not always used in

[62] See Section 3.1.
[63] AI Act, art 101(1)(b).
[64] AI Act, art 101(1)(c).
[65] AI Act, art 101(1)(d).
[66] See Section 3.1.

provisions that establish uncontested powers, the lack of indications that structured dialogues are mandatory processes seems more significant. It is worth highlighting that there is no explicit suggestion in the AI Act that providers 'must' or 'shall' react in a certain way in cases where the AI Office initiates a structured dialogue. The absence of punitive consequences if GPAI model providers fail to engage in a structured dialogue in accordance with Article 101 AI Act, addressed in the preceding paragraph, is also pertinent in this context. Further, the ordinary meaning of 'dialogue' as relating to the principle of free will[67] goes against the notion that 'structured dialogues' are mandatory.

33. Relatedly, a third argument posits that the concept of structured dialogues is too vague to be considered a power. As elaborated throughout this chapter, much remains unclear about structured dialogues, including their purpose and character,[68] as well as the legal effects of the AI Office using its discretion to initiate a structured dialogue.[69] Within the AI Act, this contrasts with other enforcement or investigative provisions, such as Article 91 AI Act, which empowers the Commission to request providers of GPAI models to 'provide the documentation drawn up by the provider in accordance with Articles 53 and 55, or any additional information that is necessary for the purpose of assessing compliance of the provider with this Regulation'. Further, Article 91(4) AI Act specifies that a 'request for information shall state the legal basis and the purpose of the request, specify what information is required, set a period within which the information is to be provided, and indicate the fines provided for in Article 101 for supplying incorrect, incomplete or misleading information'.[70] However, it could be argued that Article 93 AI Act also lacks some specificity, with Article 93(1)(c) stating that '[w]here necessary and appropriate, the Commission may request providers to [...] restrict the making available on the market, withdraw or recall the model.' Taking a broader perspective of EU digital legislation, the vagueness of the provisions on structured dialogues contrasts with the provision on powers for independent supervisory authorities under Article 58 GDPR, which provides lists of 'investigative powers' and 'corrective powers' that each supervisory authority 'shall have'.[71] For example, according to Article 58(1)(e) GDPR, supervisory authorities shall have the investigative power 'to obtain, from the controller and the processor, access to all personal data and to all information necessary for the performance of its tasks'. Article 58(2)(a) GDPR provides the corrective power to 'issue warnings to a controller or processor that intended processing operations are likely to infringe provisions of this Regulation'. These are arguably more specific than 'structured dialogues'.

34. If a structured dialogue does not constitute a power, the duty to cooperate laid down in Article 53(3) arguably does not apply when the AI Office uses its discretion to initiate a structured dialogue. If the duty to cooperate does not apply at that point in time, then there may be no obligation to enter into or respond to an invitation to a structured dialogue. If this is correct, there is conceivably an element of symmetry achieved: if the AI Office is not obliged to initiate structured dialogues prior to adopting

[67] Bernsteiner and Schmitt, 'Art. 91' (n 41) para 30.
[68] See Section 1.
[69] See Section 3.
[70] AI Act, art 91(4); See also, for comparison, Regulation (EC) 1/2003 (n 29) art 18(2) on simple requests for information in the context of EU competition law enforcement: 'When sending a simple request for information to an undertaking or association of undertakings, the Commission shall state the legal basis and the purpose of the request, specify what information is required and fix the time-limit within which the information is to be provided, and the penalties provided for in Article 23 for supplying incorrect or misleading information.'
[71] GDPR, art 58(1) and (2).

formal requests,[72] providers are not obliged to accept an invitation from the AI Office to enter a structured dialogue if received.[73]

35. If, however, a provider does choose to enter a structured dialogue, certain duties may arise. For the following reasons, it is suggested that one such duty could operate to prevent a provider from acting in bad faith during structured dialogues, for example, by providing false or misleading information.[74] A teleological interpretation of Article 101 AI Act could indicate a duty not to supply incorrect, incomplete or misleading information during the course of a structured dialogue. Article 101(1)(b) AI Act provides the possibility for the Commission to issue a fine if the provider intentionally or negligently 'failed to comply with a request for a document or for information pursuant to Article 91, *or supplied incorrect, incomplete or misleading information*' (emphasis added). Adopting a broad reading of Article 101(1)(b), which cannot be excluded at this stage in the absence of relevant case law, there is a reasonable argument that in this sentence the word 'or' is used as a disjunction, with the consequence that providing incorrect, incomplete or misleading information is a free-standing, separate action from not complying with a request under Article 91 and is susceptible to a fine under Article 101(1)(b).[75] So far, the Commission has not provided its own interpretation on this question.[76] It should be noted that this interpretation does not contradict the principle of free will as discussed in the literature:[77] a provider is free to decide whether or not to participate; however, if they do decide to participate, they must act in good faith.

36. Lastly, it can be noted that regardless of whether structured dialogues constitute a power, there are pragmatic reasons that may *de facto* compel providers to respond to structured dialogues. If a GPAI model provider does not engage in a structured dialogue, they may instead face the Commission exercising its powers under Articles 91 to 93. If anything, engaging in the structured dialogue process will either obviate the need for or allow a GPAI model provider to shape the Commission's binding request.

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[72] See Section 2.

[73] Bernsteiner and Schmitt, 'Art. 91' (n 41) paras 26, 27.

[74] AI Act, art 101(1)(b).

[75] It could be argued that the first part of article 101(1)(b) AI Act ('failed to comply with a request for a document or for information pursuant to Article 91') should be understood to refer to the first part of article 91(1) ('The Commission may request the provider of the general-purpose AI model concerned to provide the documentation drawn up by the provider in accordance with Articles 53 and 55'), whereas the second part of article 101(1)(b) AI Act ('or supplied incorrect, incomplete or misleading information') should be understood to refer to the second part of article 91(1) ('or any additional information that is necessary for the purpose of assessing compliance of the provider with this Regulation'). However, this argument seems flawed given the plain meaning of the words. It seems clear that the two parts of article 101(1)(b) are referring to two wrongdoings of a different character: one is a breach of non-compliance, and the other is purported compliance in bad faith.

[76] As noted above, para 99 of the Guidelines on the scope of obligations for GPAI Models (n 20) indicates that the '*AI Office expects providers to collaborate* and actively engage with the AI Office at the later stages of potential formal proceedings conducted in line with the AI Office's powers under the AI Act (for example, *through structured dialogues*)' (emphasis added).

[77] Bernsteiner and Schmitt, 'Art. 91' (n 41) para 30.

4. Implementing act providing detailed arrangements for structured dialogues

37. In light of the vagueness of the concept of structured dialogues as laid out in the AI Act, it is relevant to consider whether the Commission may further detail the concept in an implementing act under Article 101 AI Act.[78] Article 101(6) AI Act provides that '[t]he Commission shall adopt implementing acts containing detailed arrangements and procedural safeguards for proceedings in view of the possible adoption of decisions [...]'.[79] Whether the empowerment under this provision requires the Commission to provide detailed arrangements for structured dialogues is ambiguous. The word 'proceedings' can be understood in several ways. On one reading, 'proceedings' are a unitary concept that encompass all aspects of an investigation using the powers laid down under Articles 91 to 93 AI Act. Under this reading, Article 101(6) AI Act would clearly empower the Commission to provide for 'detailed arrangements and procedural safeguards' for structured dialogues in an implementing act under Article 101(6) AI Act.

38. On another reading, it may be argued that the AI Act contains (at least) two types of 'proceedings' in relation to enforcement of the obligations related to GPAI models, namely (i) investigative proceedings under Articles 91 to 93 AI Act and (ii) fining (or sanctioning) proceedings under Article 101 AI Act, with Article 101(6) AI Act only applying to fines. Arguably, this latter interpretation does not offer the Commission scope to provide detailed arrangements as regards investigative actions under Articles 91 to 93 AI Act in an implementing act adopted pursuant to Article 101(6) AI Act, including in relation to structured dialogues referred to in those investigative provisions. However, even this second, narrower interpretation would not eliminate structured dialogues entirely from the scope of the implementing act under Article 101(6) AI Act. This is because the Commission is required to take 'into account commitments made in accordance with Article 93(3)' during structured dialogues[80] for the purposes of setting an appropriate fine, per Article 101(1) AI Act.[81] It follows that

[78] In general, an implementing act is used where 'uniform conditions for implementing legally binding Union acts are needed' (TFEU, art 291), and such acts are typically of general application (see Craig and de Búrca (n 53) 150). On the one hand, it could be argued that structured dialogues do not require 'uniform conditions' as they are not in and of themselves formal enforcement measures. In that case, individual decisions may be utilised to make commitments that might arise from a structured dialogue binding (even if the structured dialogue is not initiated under article 93(2), there seems to be nothing to prevent a GPAI model provider from offering a commitment in a structured dialogue initiated under articles 91(2) or 92(7) which the Commission could accept and make binding by formal decision). On the other hand, it could be argued that for a dialogue to be 'structured', there would have to be a certain procedure or form; see Section 1 of this chapter. If that certain procedure or form must apply to all instances of structured dialogues under 'uniform conditions', an implementing act may be required to establish such 'uniform conditions', such as certain steps, stages or timeframes, applicable to all structured dialogues, irrespective of the whether they are initiated under article 91, 92 or 93 and irrespective of the particular instance in which they are used.

[79] In March 2026, the Commission published, and opened for consultation, a draft implementing regulation on detailed arrangements for the conduct of certain proceedings by the Commission, which is to be adopted under AI Act, arts 92(6) and 101(6). European Commission, 'Artificial Intelligence Act – detailed arrangements on evaluations and proceedings' (2026) <https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/16472-Artificial-Intelligence-Act-detailed-arrangements-on-evaluations-and-proceedings> accessed 17 March 2026.

[80] AI Act, art 93(3): 'If, during the structured dialogue referred to in paragraph 2, the provider of the general-purpose AI model with systemic risk offers commitments to implement mitigation measures to address a systemic risk at Union level, the Commission may, by decision, make those commitments binding and declare that there are no further grounds for action.'

[81] AI Act, art 101(1) final paragraph: 'In fixing the amount of the fine or periodic penalty payment, regard shall be had to the nature, gravity and duration of the infringement, taking due account of the principles of proportionality

it is not possible to draw a sharp distinction between the *consequences* of a structured dialogue – that is, the binding commitment – and the fining decision. Therefore, it is foreseeable that the 'detailed arrangements and procedural safeguards' addressed by an implementing act adopted under Article 101(6) would need to engage with the role of a binding commitment under Article 93(3) AI Act in a fining decision.

39. It could also be argued that it would be appropriate for an implementing act adopted under Article 101(6) AI Act to address structured dialogues in relation to Article 101(1)(b) following the analysis in the previous section on the duty that arises from Article 101(1)(b) AI Act to not provide incorrect, false or misleading information during structured dialogues. In particular, given that Article 101(1)(b) AI Act establishes liability for supplying incorrect, false or misleading information,[82] and that such information may be provided in the context of structured dialogues, there is an arguable basis for including those dialogues within the procedural framework governing fines. A systematic and/or teleological reading of the AI Act supports an argument that the implementing act adopted under Article 101(6) AI Act should, at a minimum, articulate how participation in structured dialogues, especially the provision of information and the offering of commitments, interacts with the Commission's powers to impose fines, offering procedural fairness.

5. Formal requirements

40. The procedural safeguards referenced in Article 94 AI Act, such as the right to be heard, only apply to a 'measure, decision or order' and thus at first sight exclude structured dialogues.[83] The absence of any applicable procedural safeguard would indicate that a response to a structured dialogue was not intended to be mandatory.

41. However, it is likely that procedural safeguards do apply. Article 94 AI Act provides that the procedural safeguards set out in Article 18 of Regulation (EU) 2019/1020 apply on a *mutatis mutandis* basis. Consequently, it is arguable that even if a structured dialogue does not amount to a 'measure, decision or order', some procedural safeguards still apply. In any event, the Right to Good Administration contained in Article 41 of the Charter of Fundamental Rights is applicable and affords similar, and arguably additional, protections to those in Article 94.[84]

42. If there is the threat of a fine for providing incorrect or misleading information, the initiation of structured dialogues by the AI Office should respect certain formal requirements. This follows from the principle of legal certainty, which aims to ensure that situations and legal relationships governed

and appropriateness. The Commission shall also into account commitments made in accordance with Article 93(3) or made in relevant codes of practice in accordance with Article 56.'

[82] AI Act, art 101(1)(b): 'The Commission may impose on providers of general-purpose AI models fines not exceeding 3 % of their annual total worldwide turnover in the preceding financial year or EUR 15 000 000, whichever is higher, when the Commission finds that the provider intentionally or negligently: [...] (b) failed to comply with a request for a document or for information pursuant to Article 91, or supplied incorrect, incomplete or misleading information.'

[83] See commentary on Article 93, Section 2.1.1.2. in this work.

[84] Charter of Fundamental Rights of the European Union [2012] OJ C 326/391, art 41. See further AI Act, art 88: 'The Commission shall have exclusive powers to supervise and enforce Chapter V, taking into account the procedural guarantees under Article 94.'

by EU law remain foreseeable.[85] This is particularly the case where the application of EU rules may have adverse consequences for a private person or entity.[86]

43. There is a measure of uncertainty as to the extent of procedural safeguards. It is suggested that the Commission should, by way of guidelines or implementing act, in particular clearly state the purpose of structured dialogues to distinguish them from purely informal exchanges and what is required from the provider.[87] As considered above, there is an argument that structured dialogues could fall within the scope of the implementing act to be adopted under Article 101(6) AI Act.[88] Even if that transpires not to be the preferred interpretation, as noted above, GPAI model providers are afforded procedural rights under Article 94 AI Act, without prejudice to more specific rights that are contained elsewhere in the legislation.[89] At a minimum, such procedural safeguards include a right to be informed of the grounds on which, *inter alia*, a decision is taken and the opportunity to be heard, save in exceptional circumstances.

[85] Case C-63/93 *Fintan Duff and Others v Minister for Agriculture and Food and Attorney General* [1996] ECR I-00569, para 20.

[86] See Joined Cases C-541/20 to C-555/20 *Republic of Lithuania and Others v European Parliament, Council of the European Union* [2024] OJ C 2025/2820, para 158.

[87] Ambrock and Raji (n 18) para 32.

[88] AI Act, art 101(6): 'The Commission shall adopt implementing acts containing detailed arrangements and procedural safeguards for proceedings in view of the possible adoption of decisions pursuant to paragraph 1 of this Article. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 98(2).'

[89] AI Act, art 94: 'Article 18 of Regulation (EU) 2019/1020 shall apply mutatis mutandis to the providers of the general-purpose AI model, without prejudice to more specific procedural rights provided for in this Regulation.'