PROJXON\_Momentum Internship Program\_Offer Letter

# JBMP Consulting, LLC DBA: PROJXON

30 North Gould St., Suite R  
Sheridan, WY 82801  
  
**{{OL Date}}**

**{{Candidate Name}}**,

We are delighted to formally extend an offer for the **{{Role Title}}** Intern position with PROJXON as a member of the Momentum Internship Program in Cohort **{{Yr-Q}}**. Your skill sets, experience, and professional background will be invaluable to our team. We look forward to your contributions to our innovative and expanding organization.

**ABOUT PROJXON:**

JBMP Consulting LLC (DBA: PROJXON) is a leading Business Optimization Consulting Agency, partnering with high-impact organizations across the Health & Wellness, Tech, and NonProfit sectors. Our customized holistic business strategies are designed to tackle chaos, transforming potential failures into opportunities for growth and scalable success. Through strategic and tailored consulting, we drive growth, enhance productivity, and increase market value for our clients.

**POSITION OVERVIEW:**

This is an unpaid, part-time remote role as the **{{Role Title}}** Intern. In this position, you will assist with **{{Team}}** Team, directly supporting various initiatives at PROJXON and the internship team. You will work closely with various team members from our Business, Operations, Marketing, and IT teams to ensure that projects are delivered on time, within scope, and meet the organization's needs. Responsibilities include:

1. **{{Responsibility 1}}**
   1. {{R1-Task A}}
   2. {{R1-Task B}}
   3. {{R1-Task C}}
2. **{{Responsibility 2}}**
   1. {{R2-Task A}}
   2. {{R2-Task B}}
   3. {{R2-Task C}}
3. **{{Responsibility 3}}**
   1. {{R3-Task A}}
   2. {{R3-Task B}}
   3. {{R3-Task C}}

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# LEGAL BASIS FOR UNPAID INTERNSHIP:

This internship role is designed in full compliance with the U.S. Department of Homeland Security (DHS) and Department of Labor (DOL) regulations, specifically focusing on unpaid research and professional development related to a hypothetical project. As such, it does not displace any U.S. worker, as the role is entirely educational and pertains to activities that are non-compensatory, voluntary, and for the sole benefit of the intern.

Pursuant to 8 CFR § 214.2(f)(10), international students on F-1 visas may engage in practical training related to their field of study only with proper authorization such as Curricular Practical Training (CPT) or Optional Practical Training (OPT). However, unpaid internships that are purely for educational or professional development purposes and meet the DOL's "primary beneficiary test" outlined in Fact Sheet #71 of the Fair Labor Standards Act (FLSA) are not considered employment under the DHS regulations. Therefore, work authorization (CPT or OPT) is not required for such roles, provided the position is strictly educational and unpaid.

### RESEARCH AND EDUCATIONAL FOCUS:

This internship is structured to offer research and development experience solely for educational purposes under 8 CFR § 214.2(f)(9)(i), which allows for unpaid academic activities related to a student's course of study. The role involves research and academic development within your field of study, without any form of compensation, and is aligned with the student's academics.

Key characteristics of this internship that ensure compliance include:

1. Unpaid Nature: No wages, stipends, or other forms of compensation will be provided for the duration of the internship. This satisfies the voluntary work exemption under the Fair Labor Standards Act (FLSA) and ensures that the intern is the primary beneficiary of the experience, as required by DOL guidelines.
2. Non-Displacement of U.S. Workers: As this project is hypothetical and solely educational in nature, there is no existing U.S. worker performing this role.
   1. The position is created specifically to provide educational enrichment to the intern and not to fulfill any immediate operational needs of the organization.
   2. Therefore, it does not violate the DOL's regulations regarding the displacement of U.S. workers (20 CFR § 655.731).
3. Compliance with Educational Requirements: In accordance with 8 CFR § 214.2(f)(9)(ii)(A), this internship is directly related to the intern's field of study, and the work is designed to contribute to their academic or professional development. The internship's sole focus is to provide a practical learning environment, allowing the intern to apply theoretical knowledge gained through academic coursework in a controlled research setting, without displacing U.S. workers.
4. No Immediate Benefit to the Organization: The role will not provide the organization with any immediate advantage and will be structured in such a way that the intern is not performing the tasks of a regular employee, thus meeting the requirements of the DOL's "primary beneficiary test" as per FLSA. The organization’s role is limited to supervision and facilitation of educational opportunities.

### CONCLUSION:

Given that this internship is unpaid, research-focused, and for academic development purposes, it does not qualify as employment under U.S. immigration law, and therefore no work authorization (CPT/OPT) is required under the provisions of 8 CFR § 214.2(f)(9). Should the scope of the internship change, or if compensation is offered, the intern will be required to obtain appropriate work authorization before continuing.

We are committed to adhering to all relevant U.S. immigration and labor laws, ensuring compliance with DHS and DOL regulations, including the Fair Labor Standards Act (FLSA) and the Immigration and Nationality Act (INA).

| During your internship with JBMP Consulting LLC (DBA PROJXON), unless instructed otherwise, you will be reporting directly to:  Supervisor Name: Mark W. Phelan  Supervisor Email: [phelan@projxon.com](mailto:phelan@projxon.com)  Supervisor Phone: (424) 478-1731 |
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We are confident that your background and skills are well-suited for this role, and we eagerly anticipate your contributions to the PROJXON team.

Sincerely,

Mark W. Phelan  
Chief Innovation + Integration Officer  
[phelan@projxon.com](mailto:phelan@projxon.com)

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# INTERNSHIP POLICY & AGREEMENT DETAILS

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# INTERNSHIP DURATION:

# The internship will last for {{Program Length}} days, from {{Start Date}}, to {{End Date}} The contract will automatically terminate at the end of this period without further notice.

# COMPENSATION:

# This position is unpaid, and both the intern and the company agree to the terms of this unpaid arrangement. The internship is designed for educational purposes and to provide practical experience in project management.

# WORKLOAD REQUIREMENTS:

# This role requires a commitment of at least {{Hours}} hours per week.

# LOCATION STATUS:

# The role is remote, and the company is based in the United States, in the State of Wyoming.

# All meetings will be scheduled according to Pacific Standard Time (PST). Interns are required to adjust their schedules to participate accordingly.

# PROGRAM MEETINGS AND POLICIES:

# Interns must attend the following mandatory program meetings:

# Project Kick-off: Every Monday at 10:00 AM (PST).

# Project Review: Every Friday at 10:00 AM (PST).

# Team Meetings: Interns are required to attend one hour of team meetings per week, based on team availability.

# Learning Sessions: You are encouraged to participate in 1:1 learning sessions with your assigned coach, scheduled at mutually agreed times. These sessions are designed to provide personal development and coaching opportunities.

# Weekly Learning Reflection: A weekly learning reflection is to be submitted every Saturday by 11:59 PM PST to track your development and progress.

# No Expectation of Future Employment: This internship is for educational purposes only, and there is no promise or guarantee of future employment.

# Attendance Policy: The contract may be terminated immediately without prior notice if an intern misses three consecutive weeks of mandatory meetings.

# Emergency Absences: In an emergency that prevents attendance at a scheduled meeting, the intern must inform their supervisor as soon as possible.

# Adherence to Company Policies: Interns must follow all company rules, policies, and procedures outlined by the company.

# Compliance with SOPs and Ethics: Interns are expected to adhere to all Standard Operating Procedures (SOPs) and maintain high ethical standards provided by the company.

# Professional Conduct: Interns are expected to conduct themselves professionally in all interactions with team members, clients, and other stakeholders.

# Confidentiality: Interns must maintain confidentiality regarding any sensitive information they may have access to during their tenure with the company.

# ACKNOWLEDGMENT:

By accepting this offer, I, **{{Candidate Name}}**, acknowledge, understand, and agree to the above and the following:

1. This internship is unpaid, and I have no expectation of any compensation, salary, or benefits throughout the duration of the internship.
2. The internship is primarily for educational purposes, designed to provide practical learning and experience in project management, and not for the benefit of PROJXON.
3. There is no expectation of future employment, and PROJXON makes no promises, guarantees, or obligations to offer employment at the conclusion of the internship.
4. My participation in this internship does not displace regular employees or take on tasks that would otherwise be assigned to paid employees.
5. I am responsible for informing PROJXON promptly of any concerns or issues related to the internship, including violations of the conditions outlined in this agreement.
6. The internship duration is limited to 90 days, after which the contract will terminate automatically without any further obligation from PROJXON.
7. I agree to follow all company policies, procedures, and guidelines outlined by PROJXON, including those regarding attendance, communication, and ethical conduct.
8. I understand that failure to adhere to these policies or failure to meet expectations may result in my removal from the internship program, at the discretion of PROJXON.

| **By signing below, I affirm that I have read, understood, and voluntarily agree to the terms and conditions of this internship as outlined above.**  **MIP Intern (Print):** **{{Candidate Name}}**  **Signature:**  **Date:** |
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# FLSA COMPLIANCE & REPORTING AGREEMENT

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# ACKNOWLEDGMENT OF UNPAID INTERNSHIP:

# By signing this document, I, the undersigned intern, acknowledge that I fully understand the following guidelines of the PROJXON Internship Program and that this internship is conducted in compliance with labor laws under the Fair Labor Standards Act (FLSA).

# If I believe any part of this internship deviates from these guidelines, I understand that it is my responsibility to report any concerns to [hr@projxon.com](mailto:hr@projxon.com).

### KEY GUIDELINES AND RESPONSIBILITIES:

1. No Expectation of Compensation: I understand that this internship is unpaid and that there is no expectation of any form of compensation during or after the internship. I confirm that I have not been promised any compensation now or in the future.
2. Educational Training Environment: I acknowledge that this internship is structured to provide educational training similar to what I would receive in a formal academic setting, focusing on mentorship, skill development, and hands-on learning in areas such as IT consulting, project management, and logistics.
3. Connection to Formal Education: If applicable, I confirm that this internship may complement my formal education and I may be eligible to receive academic credit. I understand that this program aligns with my academic goals and provides relevant experience for my field of study.
4. Accommodation of Academic Commitments: I acknowledge that PROJXON accommodates my academic schedule and that there is flexibility around my academic deadlines, exams, and other commitments. I agree to communicate any scheduling conflicts in advance.
5. Limited Duration for Beneficial Learning: I understand that the internship is set for a specific timeframe, which is designed to ensure I receive meaningful learning experiences. The duration will not exceed the time needed for me to acquire relevant skills and knowledge.
6. Intern’s Work Complements, Not Replaces, Paid Employees: I acknowledge that my work as an intern supplements and supports the work of PROJXON’s paid employees, and I am not replacing the responsibilities of paid staff. The tasks I am assigned are designed to contribute to my education and growth.
7. No Entitlement to Future Employment: I understand that completing this internship does not entitle me to a paid position at PROJXON. There is no promise or expectation of employment after the conclusion of this internship.

**RESPONSIBILITY TO REPORT CONCERNS:**

I understand that if at any time I feel that any of these guidelines are not being followed or if my role starts to feel more like an employee’s than a learning intern, I am responsible for reporting this immediately to [hr@projxon.com](mailto:hr@projxon.com). I acknowledge that reporting concerns will allow PROJXON to address any discrepancies.

| **By signing below, I affirm that I have read, understood, and voluntarily agree to the terms and conditions of this document and internship as outlined above.**  **MIP Intern (Print):** **{{Candidate Name}}**  **Signature:**  **Date:** |
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