
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 20, 2011

CVR PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction
of incorporation)**

001-35120
(Commission File Number)

56-2677689
**(I.R.S. Employer
Identification Number)**

2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
**(Address of principal executive offices,
including zip code)**

Registrant's telephone number, including area code: (281) 207-3200

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers

On December 20, 2011, CVR Partners, LP (the "Partnership") and two of its named executive officers, Byron R. Kelley and Randal T. Maffett, entered into amendments to the Phantom Unit Agreements outstanding with such officers. The amendments, in each case, provide for accelerated vesting of the awards in the event the executive is terminated by the Partnership, a subsidiary or parent without cause at any time on or following the date the executive reaches age 60.

In connection with the above-described amendments, the Partnership amended the form of Phantom Unit Agreement utilized for awards to named executive officers to incorporate the same provision. The new form of Phantom Unit Agreement is attached as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Form of Phantom Unit Agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 23, 2011

CVR PARTNERS, LP

By: CVR GP, LLC, its general partner

By: /s/ EDMUND S. GROSS
Edmund S. Gross,
Senior Vice President, General Counsel and
Secretary

FORM OF CVR PARTNERS, LP
LONG-TERM INCENTIVE PLAN
EMPLOYEE PHANTOM UNIT AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of the __ day of _____, 20__ (the "Grant Date"), between CVR Partners, LP, a Delaware limited partnership (the "Partnership"), and the individual grantee designated on the signature page hereof (the "Grantee").

WHEREAS, the board of directors of CVR GP, LLC, a Delaware limited liability company (the "General Partner"), has adopted the CVR Partners, LP Long-Term Incentive Plan (the "Plan") in order to provide an additional incentive to certain of the Partnership's and its Subsidiaries' and Parents' employees, officers, consultants and directors; and

WHEREAS, the Committee responsible for administration of the Plan has authorized the grant of Phantom Units to the Grantee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Phantom Units.

1.1 The Partnership hereby grants to the Grantee, and the Grantee hereby accepts from the Partnership, _____ Phantom Units on the terms and conditions set forth in this Agreement. Subject to the terms of this Agreement, each Phantom Unit represents the right of the Grantee to receive, if such Phantom Unit becomes vested, one (1) Unit on the date specified in Section 4. The issuance of Units upon vesting shall be subject to the Grantee's prior execution of and becoming a party to the Agreement of Limited Partnership of CVR Partners, LP, as may be amended from time to time, and as in effect at the time of such issuance. Further, any Units delivered to the Grantee in respect of the Phantom Units shall remain subject to the unit retention guidelines included in the Corporate Governance Guidelines of the Partnership, as in effect on the date of the award.

1.2 This Agreement shall be construed in accordance with and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference). Except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Vesting Date.

The Phantom Units shall vest, with respect to thirty-three and one-third percent (33 – 1/3%) of the total number of Phantom Units granted hereunder, on each of the first three anniversaries of the Grant Date (each such date, a "Vesting Date"), provided the Grantee continues to serve as an employee of the Partnership or its Subsidiaries or Parents on the applicable Vesting Date.

3. Termination of Employment.

(a) In the event of the Grantee's termination of employment with the Partnership or one of its Subsidiaries or Parents prior to any Vesting Date by reason of his or her death, Disability or Retirement, any Phantom Units that have not vested shall become immediately vested.

(b) If (i) if the Grantee's employment is terminated by the Partnership or one of its Subsidiaries or Parents other than for Cause or Disability at any time on or following the date the Grantee attains age 60, (ii) the Grantee's employment is terminated by the Partnership or one of its Subsidiaries or Parents other than for Cause or Disability within the one (1) year period following a Change in Control, (iii) the Grantee resigns from employment with the Partnership or one of its Subsidiaries or Parents for Good Reason within the one (1) year period following a Change in Control or (iv) the Grantee's termination or resignation is a Change in Control Related Termination (as defined in the employment agreement between the Grantee and the General Partner), then any Phantom Units that have not vested shall become immediately vested.

(c) Any Phantom Units that do not become vested in connection with the Grantee's termination of employment in accordance with Sections 3(a) or (b) of this Agreement shall be forfeited immediately upon the Grantee's termination of employment.

(d) To the extent any payments provided for under this Agreement are treated as "nonqualified deferred compensation" subject to Section 409A of the Code, (i) this Agreement shall be interpreted, construed and operated in accordance with Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, (ii) if on the date of the Grantee's separation from service (as defined in Treasury Regulation §1.409A-1(h)) with the Partnership or its Subsidiaries or Parents the Grantee is a specified employee (as defined Section 409A of the Code and Treasury Regulation §1.409A-1(i)), no payment constituting the "deferral of compensation" within the meaning of Treasury Regulation §1.409A-1(b) and after application of the exemptions provided in Treasury Regulation §§1.409A-1(b)(4) and 1.409A-1(b)(9)(iii) shall be made to the Grantee at any time prior to the earlier of (A) the expiration of the six (6) month period following the Grantee's separation from service or (B) the Executive's death, and any such amounts deferred during such applicable period shall instead be paid in a lump sum to the Grantee (or, if applicable, to the Grantee's estate) on the first payroll payment date following expiration of such six (6) month period or, if applicable, the Grantee's death, and (iii) for purposes of conforming this Agreement to Section 409A of the Code, any reference to termination of employment, severance from employment, resignation from employment or similar terms shall mean and be interpreted as a "separation from service" as defined in Treasury Regulation §1.409A-1(h).

4. Payment Date.

Within thirty (30) days following (i) each Vesting Date, or (ii) if, prior to any Vesting Date, the Grantee's termination of employment with the Partnership or its Subsidiaries or Parents under circumstances described in Section 3(a) or (b), the date of such termination of employment, the Partnership will deliver to the Grantee the Units underlying the Phantom Units that become vested pursuant to Section 2 or 3 of this Agreement.

5. Non-transferability.

The Phantom Units may not be sold, transferred or otherwise disposed of and may not be pledged or otherwise hypothecated.

6. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Partnership or any of its Subsidiaries or Parents, nor shall this Agreement or the Plan interfere in any way with the right of the Partnership and its Subsidiaries and Parents to terminate the Grantee's employment therewith at any time.

7. Withholding of Taxes.

The Grantee shall pay to the Partnership, or the Partnership and the Grantee shall agree on such other arrangements necessary for the Grantee to pay, the applicable federal, state and local income taxes required by law to be withheld (the "Withholding Taxes"), if any, upon the vesting of the Phantom Units and delivery of the Units. The Partnership shall have the right to deduct from any payment of cash to the Grantee any amount equal to the Withholding Taxes in satisfaction of the Grantee's obligation to pay Withholding Taxes. Notwithstanding the foregoing, at the Grantee's election, the Partnership shall withhold delivery of a number of Units with a Fair Market Value as of the vesting date equal to the Withholding Taxes in satisfaction of the Grantee's obligations hereunder.

8. Grantee Bound by the Plan.

The Grantee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

9. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto. No waiver by either party hereto of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions at the time or at any prior or subsequent time.

10. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

11. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

12. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Partnership. This Agreement shall inure to the benefit of the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives. All obligations imposed upon the Grantee and all rights granted to the Partnership under this Agreement shall be final, binding and conclusive upon the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives.

13. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Partnership for all purposes.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CVR PARTNERS, LP

By: CVR GP, LLC, its general partner

GRANTEE

By:
Title:

Name: